LEASE AGREEMENT

entered into by and between

KCI MANAGEMENT SERVICES (PTY) LTD
with registration number: 2022/724450/07
("the Managing Agent")

and

KARABO CAPITAL INVESTMENTS (PTY) LTD

Registration number: 2017/7526167
("Lessor")

and

Student's Full Name	
Identity No.	

("the Lessee")

and

SPONSOR/PARENT(S) FULL NAME(S)	
IDENTITY/REGISTRATION NO.	

("the Co-Principal Debtor")

TABLE OF CONTENTS

1. LEASE INFORMATION 3
2. AGREEMENT 4
3. INTERPRETATION AND DEFINITIONS 4
4. RENT 6
5. DEPOSIT 7
6. PAYMENT ARRANGEMENT(S) 8
7. COLLECTION COMMISSION 9
8. STUDENT REGISTRATION 9
9. COMPLIANCE WITH THE LAW 10
10. OCCUPANCY LIMITS 10
11. PROHIBITION OF SUBLETTING 10
12. RENEWAL OF THE LEASE 11
13. TERMINATION 12
14. FORCE MAJEURE 13
15. INDEMNITY AND LIMITATION OF LIABILITY 14
16. DISPUTE RESOLUTION 15
17. ENTIRE AGREEMENT 16
18. SEVERABILITY 16
19. WAIVER 16
20. COUNTER PARTS 16
21. AUTHORITY OF MANAGING AGENT 16
22. SURETYSHIP AND CO-PRINCIPAL DEBTOR 17
23. EXECUTION 18

ANNEXURE A: ACKNOWLEDGMENT OF RECEIPT (HAND DELIVERY) 20
ANNEXURE B: NOTICE & AOD 21
ANNEXURE C: CONDUCT RULES 24
ANNEXURE D: DEED OF SURETYSHIP 40

1. LEASE INFORMATION

LESSEE INFORMATION	
Full name	
Identity Number	
Physical address	
Contact number	
E-mail address	
Student Registration Number	
Confirmation of Registration	☐ Yes, I am a registered student for the duration of the lease.
CO-PRINCIPAL DEBTOR INFORMATION	
Name	
Identity or Registration number (as appliable)	
VAT Registration Number (if juristic person)	
Contact number	
E-mail address	
***Domicilium* Address**	
Relationship to Lessee (Parent / Sponsor)	
LEASED PREMISES	
Address	144 Peter Rd, Ruimsig, Roodepoort, 1724
Unit number	
Intended use of premises	Residential only
Number of parking bay(s)	
Maximum occupants	
LEASE PERIOD	
Effective date	
Expiry date	
RENTAL AMOUNTS	
Deposit	
Monthly Rental	
Annual escalation percentage	6% or CPI-based., whichever is higher
Penalty interest for late payment	2% per month on a simple interest basis

BANKING DETAILS TO WHICH RENT SHOULD BE PAID	
Bank	**FIRST NATIONAL BANK**
Branch	**240 129**
Account number	**63126240083**
Type of account	**CURRENT**
Reference	**STUDENT'S NAME AND SURNAME**

2. AGREEMENT

2.1. It is hereby agreed that the parties shall let the Leased Premises on the terms and conditions contained herein.

2.2. The documents attached, at the end of this agreement, shall form an integral part of this agreement.

3. INTERPRETATION AND DEFINITIONS

3.1. Words importing any one gender include the other genders as applicable.

3.2. Headings in this agreement are used merely for convenience and are not wholly descriptive of the content contained therein.

3.3. A notice sent by one party to another shall be deemed to be received:

3.3.1. on the date the Acknowledgment of Receipt, attached hereto and marked "**ANNEXURE A**," is signed by the recipient if delivered by hand;

3.3.2. on the date sent by the messenger to the recipient if it is electronic communication; and

3.3.3. on the date reflected in the receipt from Post Office if sent by registered post.

3.4. **"Affected party"** means the party to this Agreement whose ability to perform any of its obligations has been materially hindered, delayed, or prevented by the occurrence of a Force Majeure event.

3.5. **"Business day(s)"** means any day other than a Saturday, Sunday, or public

holiday in the Republic of South Africa.

3.6. **"*Domicilium / domicilium citandi et executandi"*** means the physical address chosen by each party in this Agreement at which they will accept service of all legal notices, documents, and processes arising out of or in connection with this Agreement, including any proceedings or legal action, and which address shall remain in effect unless and until changed in accordance with this Agreement.

3.7. **"Effective date"** the date on which the last party to sign this Agreement signs it, where the parties execute the Agreement on different dates. This shall be deemed to be the date on which this agreement becomes legally binding and enforceable.

3.8. **"Electronic communication"** means any information generated, sent, received, or stored by electronic, digital, magnetic, optical, or similar means, including but not limited to emails, instant messages, SMS, MMS, or communications via electronic platforms, whether or not such communication is accessible or stored for later retrieval, in accordance with the Electronic Communications and Transactions Act 25 of 2002, as amended.

3.9. ***"Force majeure"*** means any event or circumstance beyond the reasonable control of a party, which prevents or delays that party from performing any of its obligations under this Agreement, including but not limited to acts of God, natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, riots, strikes, lockouts, pandemics, epidemics, government-imposed lockdowns, and any act or failure to act by any government authority, provided that the affected party has taken all reasonable steps to mitigate the effects of such event.

3.10. **"Juristic person"** means any entity, other than a natural person, which is recognized by law as having legal personality and capable of owning property, entering into contracts, and assuming rights and obligations, including but not limited to companies, close corporations, trusts, partnerships, statutory bodies, or any other organization established in terms of law.

3.11. **"Occupation date"** means that date that the Lessee takes physical possession

of the premises.

4. RENT

4.1. The Lessee shall pay rent to the Lessor in respect of the Leased Premises.

4.2. The total monthly rental amount payable shall be determined in accordance with the payment plan applicable to the Lessee, as selected below, the applicable payment plan being indicated by marking it with an "**X**":

PAYMENT PLAN (Please indicate your chosen payment plan by marking an "**X**" in the column on the right)	
R_____ for a bachelor unit. Comprised of **R**_____ less 5% discount (on rent only), payable no later than 31 January ____	
R_____ for a bachelor unit. Comprised of **R**_____ less 2.5% discount (on rent only), payable no later than 28 February ____	
R_____ for a double unit. Comprised of **R**_____ less 5% discount (on rent only), payable no later than 31 January ____	
R_____ for a double unit. Comprised of **R**_____ less 2.5% discount (on rent only), payable no later than 28 February ____	
Single payment covering the full semester	
R_____ for a bachelor unit for the first semester with a follow-up payment of **R**_____ payable no later than 30 June _____	
R_____ for a double unit for the first semester with a follow-up payment of **R**_____ payable no later than 30 June _____	
Monthly payments	
R_____ for a bachelor unit monthly, payable no later than the 1st (first) of each month.	
R_____ for a double unit monthly, payable no later than the 1st (first) of each month.	
Bursary/Sponsorship	
R_____ for a bachelor unit to be refunded once the bursary/sponsorship has paid in full.	
R_____ for a double unit to be refunded once the bursary/sponsorship has paid in full.	

4.3. The Lessee shall pay the applicable rental amount monthly in advance, without any deduction, set off, or demand, into the bank account identified in the Lease Information clause (or such other account as the Lessor may notify the Lessee of in writing), no later than the 5th (fifth) day of each month from February until

November.

4.4. The rental shall escalate annually, after every period of twelve (12) months, at the escalation percentage recorded in the Lease Information clause. The first escalation shall take effect on the first anniversary of the Commencement Date and thereafter on each successive anniversary.

4.5. Interest shall:

4.5.1. accrue on all overdue amounts payable by the Lessee to the Lessor, calculated at a rate of 2% (two percent) per month, on a simple interest basis or at the maximum rate permitted under the National Credit Act, 34 of 2005, whichever is lower;

4.5.2. run from the due date until the date of actual payment, both days inclusive; and

4.5.3. be payable in addition to the rental amount due and shall not constitute a waiver of any other rights of the Lessor under this Lease.

5. DEPOSIT

5.1. The Lessee shall, upon signature of this Lease, pay to the Lessor a deposit equal to one (1) month's rental.

5.2. The deposit shall serve as security for the due and punctual performance by the Lessee of all its obligations in terms of this Lease and shall not be applied, set off, or utilised by the Lessee in satisfaction of any rental costs, or any other amounts payable under this Lease. The Lessee shall remain obliged to pay all rental and other charges as and when they become due, notwithstanding the existence of the deposit.

5.3. In the event of any breach by the Lessee, the Lessor shall be entitled, without prejudice to any other rights it may have, to apply the deposit (in whole or in part) towards the settlement of any amounts owing, including overdue rent and interest as provided in clause 4.5, or towards the cost of remedying such breach.

5.4. The deposit shall be invested by the Lessor in an interest-bearing account with

a financial institution. The interest accrued on the deposit shall accrue to the benefit of the Lessee. The Lessor shall provide the Lessee with written proof of interest earned on request.

5.5. Upon termination of this Lease, the Lessor shall be entitled to apply the deposit and any interest earned thereon to settle any amounts owed by the Lessee in terms of this Lease, including arrear rental, charges for damages beyond fair wear and tear, and any other amounts lawfully due. The balance of the deposit (if any), together with any accrued interest not applied, shall be refunded to the Lessee within 14 (fourteen) days of termination if there are no amounts owing, or within 21 (twenty-one) days of termination where deductions have been made.

5.6. In addition to the deposit, the Lessee shall pay, upon commencement of this Lease, such other fees as may be applicable, including but not limited to administration fees, cleaning fees, and charges for utilities such as water. Payment of such fees is a condition precedent to the Lessee taking occupation of the Premises. Failure to make such payment shall render the Lease of no force or effect and the Lessee shall not be permitted to occupy the Premises until payment is received in full.

6. PAYMENT ARRANGEMENT(S)

6.1. If the Lessee anticipates being unable to pay any rental amount when due, the Lessee shall complete and sign **Annexure B** and submit it to admin@kciproperties.co.za to:

6.1.1. notify the Lessor in writing at least 7 days before the due date, explaining the reason for non-payment; and

6.1.2. confirm the outstanding rental amounts, including any interest accrued in terms of clause 4.5, and propose a repayment arrangement for the amounts outstanding.

6.2. The Lessor may, at its sole discretion, allow the Lessee to repay the outstanding amount over a mutually agreed period. This arrangement does not waive any

other rights of the Lessor under this Lease, including the right to claim interest or pursue other remedies for non-payment.

6.3. If the Lessee fails to notify the Lessor within the prescribed period, this shall constitute a breach of the Lease, and the Lessor may exercise any rights available under this Lease without further notice, including the application of interest under clause 4.5. The Lessor may, at its sole discretion, allow the Lessee to repay the outstanding amount over a mutually agreed period. This arrangement does not waive any other rights of the Lessor under this Lease, including the right to claim interest or pursue other remedies for non-payment.

6.4. If the Lessee fails to notify the Lessor within the prescribed period, this shall constitute a breach of the Lease, and the Lessor may exercise any rights available under this Lease without further notice.

7. COLLECTION COMMISSION

In the event that the Lessee fails to pay any amount due under this Agreement and the Lessor instructs an attorney or debt collector to recover such amount, the Lessee shall be liable for all legal costs incurred by the Lessor on an attorney-and-client scale, including collection commission calculated in accordance with the relevant tariff as prescribed under applicable law, as well as any tracing fees, disbursements, and other related costs.

8. STUDENT REGISTRATION

8.1. The Lessee warrants that he/she is a registered student at EMERIS for the duration of the lease term.

8.2. The Lessee undertakes to provide proof of registration upon request by the Lessor or Managing Agent.

8.3. Failure by the Lessee to remain a registered student shall constitute a material breach of this Lease and may result in termination of the Lease without notice.

9. COMPLIANCE WITH THE LAW

9.1. The Lessee shall at all times comply with all applicable laws, by-laws, and regulations, including but not limited to municipal regulations, safety requirements, and the rules and regulations of the EMERIS and all the rules and conduct standards of the sectional title scheme's Body Corporate related to the Property.

9.2. Failure to comply with this clause constitutes a material breach of this Lease.

9.3. The Lessee acknowledges and agrees to comply with all rules, regulations, and by-laws of the sectional title scheme, including the Conduct Rules for the Body Corporate and Residents of The Village – All Building/Block Numbers issued in terms of section 35(2)(b) of the Sectional Titles Act No. 95 of 1986 (the "Body Corporate Rules"), which may be provided by the Lessor or are otherwise available from the body corporate.

9.4. The Lessee acknowledges that any breach of the Body Corporate Rules, attached hereto and marked **ANNEXURE C**, constitutes a material breach of this Lease and may result in termination of the Lease by the Lessor in accordance with the terms of this Lease and applicable law.

9.5. The Lessee acknowledges that the Lessor may, if required, inform the body corporate of the Lessee's occupancy of the unit.

10. OCCUPANCY LIMITS

10.1. The premises may only be occupied by the maximum number of persons indicated in the Lease Information clause above.

10.2. The Lessee shall not permit more than the stipulated number of occupants to reside in the unit at any time.

10.3. Any breach of this clause will constitute a material breach of this Lease.

11. PROHIBITION OF SUBLETTING

11.1. The Lessee shall not assign, sublet, or otherwise cede any rights under this

Lease, in whole or in part, without the prior written consent of the Lessor.

11.2. Any attempt to sublet or assign without such consent shall constitute a material breach of this Lease and may result in termination of the Lease.

12. RENEWAL OF THE LEASE

12.1. The Lessee shall have the option to renew or extend this Lease for a further period corresponding to a semester or full academic year, subject to the Lessor's prior written approval.

12.2. Renewal shall be subject to the terms of this Lease, including rental fees, fees for administration, water, cleaning and maintenance, and any other applicable charges.

12.3. The Lessee must notify the Lessor in writing of their intention to exercise the renewal option at least 30 (thirty) days prior to the expiry of the current Lease period. Failure to provide timely notice may result in forfeiture of the renewal option.

12.4. All renewal periods shall be subject to payment of:

12.4.1. The applicable rental fees as per the Rental Fee Structure for the selected semester or full year.

12.4.2. Administration fees, water fees, and cleaning and maintenance fees applicable at the time of renewal.

12.4.3. Any refundable deposit if required by the Lessor.

12.5. Lessees who opt for full-year payment at renewal may be eligible for the discount rates applicable at that time, provided payment is made in accordance with the Lessor's deadlines.

12.6. For Lessees on the Monthly Payment Plan, payments shall continue to be made on the first day of each month, with late payment interest charges of 2% per month applied to any outstanding balance not paid by the due date.

12.7. The renewal of this Lease is conditional upon:

12.7.1. The Lessee having fulfilled all obligations under the current Lease, including payment of rent and fees in full and timely manner;

12.7.2. The Lessee having maintained the Property in a good and lettable/leasable condition;

12.7.3. Availability of the Unit for the requested renewal period; and

12.7.4. The Lessee remaining a registered student at the relevant institution for the duration of the renewal period.

12.8. The Lessor reserves the right to adjust rental fees and other charges for the renewal period, including administration, water, and cleaning fees. Any such adjustments shall be communicated to the Lessee at least 60 (sixty) days prior to the expiry of the current Lease period.

12.9. Renewal shall only be effective upon:

12.9.1. The Lessee's written acceptance of the revised rental and fee terms (if applicable); and

12.9.2. Payment of all amounts due, including any fees required to secure the renewed lease.

13. TERMINATION

13.1. Termination by notice

13.1.1. Either party may terminate this Agreement by giving the other party 1 (one) calendar month's written notice, subject to the provisions of the Consumer Protection Act, 2008 (where applicable).

13.1.2. The notice period shall run from the date determined by clause

3.3. above, unless the parties agree otherwise

13.2. Other grounds for termination -

13.2.1. the Lessor may cancel this Agreement if the Lessee commits a material breach, including but not limited to:

13.2.1.1. failure to pay rent or any other amounts due under this agreement on the due date;

13.2.1.2. misconduct, including behaviour that causes a nuisance, poses a security risk, or violates the rights of other occupants or neighbours;

13.2.1.3. deliberate or negligent damage to the premises, furniture, or fittings; or

13.2.1.4. unauthorised subletting, occupation by unauthorised persons, and/or

13.2.1.5. breach of any The Village Rules attached hereto and marked "**Annexure C**".

13.3. In the event that the Lessee fails to vacate the premises or make the required payment following the issuance of an eviction notice, the Lessor reserves the right to take reasonable enforcement measures, including but not limited to, manually securing the room and disabling the student's fingerprint access at the main entrance. The Lessee waives his/her rights to demand eviction order by the court, on termination of the Lease.

14. FORCE MAJEURE

14.1. No party shall be liable for any delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure is caused by a Force Majeure event, provided that the Affected Party notifies the other party during or after the occurrence of such event.

14.2. The Affected Party must notify the other party in writing as soon as reasonably

possible, and in any event within 7 (seven) Business Days after becoming aware of such event.

14.3. The Force Majeure notice from the Affected Party must include:

14.3.1. a description of the Force Majeure event;

14.3.2. the date on which the event commenced;

14.3.3. an estimate of the anticipated duration and the obligations affected; and

14.3.4. details of the steps taken and proposed to mitigate its effects.

14.4. Upon giving notice, the Affected Party's obligations under this Agreement shall be suspended to the extent and for the duration that performance is prevented, provided that the Affected Party continues to comply with its notice and mitigation obligations.

14.5. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations and shall resume performance as soon as reasonably practicable after the event ceases, unless the Parties Agree otherwise.

14.6. If a Force Majeure event continues for a continuous period of more than 60 (sixty) days, the parties shall meet to discuss an equitable adjustment to the lease term or other relief, including the possibility of termination.

14.7. If the Force Majeure event continues for more than 120 (one-hundred and twenty) days, either party may terminate this Agreement by giving not less than 14 (fourteen) Business Days' written notice to the other party. Upon such termination, neither party shall have any liability to the other except for obligations accrued prior to the date of termination.

15. INDEMNITY AND LIMITATION OF LIABILITY

15.1. The Lessor, Managing Agents and their employees, agents, or representatives shall not be liable for any loss, theft, or damage to the Lessee's personal

property, whether caused by fire, theft, water, electrical faults, power surges, acts of God, or any other cause, whether or not such loss or damage was foreseeable, unless such loss, theft, or damage arises from the gross negligence or willful misconduct of the Lessor and/or Managing Agent.

15.2. The Lessee hereby indemnifies and holds harmless the Lessor against any claims, damages, costs, or losses suffered by the Lessee or any third party in relation to personal property brought onto the premises by the Lessee, except where such claim arises from the gross negligence or willful misconduct of the Lessor.

15.3. It is the responsibility of the Lessee to insure his/her personal belongings, should he/she wish.

15.4. The Lessee shall be responsible for any loss or damage caused to the premises, furniture, or fittings due to the intentional or negligent acts or omissions of the Lessee or his/her guests.

16. DISPUTE RESOLUTION

16.1. In the event of any dispute arising from or in connection with this Agreement, the parties shall first attempt to resolve the matter amicably through written communication and discussion within 5 (five) Business Days of the dispute being raised. This internal resolution period shall run concurrently with any notice period given in terms of a breach or default as contemplated in this Agreement and shall not suspend or delay the enforcement of any rights unless otherwise agreed in writing by the parties.

16.2. If the dispute cannot be resolved informally, the parties agree to refer the matter to mediation, to be conducted by an independent mediator jointly appointed by the parties. The costs of mediation shall be shared equally.

16.3. If the dispute remains unresolved after mediation, either party may proceed to institute legal action in a court of competent jurisdiction.

16.4. Nothing in this clause shall prevent a party from applying for urgent relief from

a competent court, including an interdict or eviction order, where appropriate.

17. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties relating to the lease of the Premises and supersedes all prior agreements, understandings, or representations, whether oral or written. No amendment or variation of this Lease shall be valid unless reduced to writing and signed by both Parties

18. SEVERABILITY

If any provision of this Lease is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

19. WAIVER

The failure by either Party to enforce any provision of this Lease shall not constitute a waiver of that Party's right to enforce that provision or any other provision in the future.

20. COUNTER PARTS

This Lease may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. AUTHORITY OF MANAGING AGENT

21.1. The Lessee acknowledges and accepts that KCI Management Services (Pty) Ltd (Registration Number: 2022/724450/07) ("the Managing Agent") signs this Lease on behalf of Karabo Capital Investments (Pty) Ltd (Registration Number: 2017/7526167) ("the Lessor") in its capacity as duly authorised agent of the Lessor.

21.2. The Lessee agrees that the Managing Agent is authorised to act on behalf of the Lessor in all matters arising from or connected with this Lease, including but not limited to the conclusion of this Lease, collection of rental and deposits, enforcement of obligations, and service of notices.

21.3. The Lessee shall have no claim against the Managing Agent in its personal capacity, as all rights and obligations created by this Lease remain those of the Lessor.

22. SURETYSHIP AND CO-PRINCIPAL DEBTOR

22.1. The person whose details are set out in the schedule to this Lease as the Co-Principal Debtor ("the Sponsor/Parent/Guardian") binds himself/herself/itself as surety and co-principal debtor in solidum with the Lessee in favour of the Lessor for the due and punctual payment of all amounts owing by the Lessee under this Lease, as well as for the due performance by the Lessee of all obligations under this Lease.

22.2. The liability of the Co-Principal Debtor shall be joint and several with that of the Lessee, and the Lessor shall be entitled, in its sole discretion, to claim from the Lessee, the Co-Principal Debtor, or both, without the necessity of first proceeding against the Lessee.

22.3. The Co-Principal Debtor hereby waives the benefits of *excussion*, division and cession of action, the meaning and effect of which he/she/it declares himself/herself/itself to be fully acquainted.

22.4. The obligations of the Co-Principal Debtor under this clause shall continue for as long as the Lessee has any obligations outstanding under this Lease, notwithstanding termination or cancellation of this Lease.

(*remainder of page intentionally left blank, signature pages to follow*)

23. EXECUTION

SIGNED at _____on this the _____day of _____20____.

_____

(“**the Lessee**”)

Witnesses:

1._____ 2._____

SIGNED at _____on this the _____day of _____20____.

NATURAL PERSON

_____

(“the Co-Principal Debtor”)

Witnesses

1._____ 2._____

OR

JURISTIC PERSON

_____

For and on behalf of:
the Co-Principal Debtor
Name:
Capacity:
Who warrants that he/she is duly authorised thereto

Witnesses

1. _____ 2. _____

SIGNED at _____ on this the ____ day of _____ 20____.

_____

For and on behalf of:
KARABO CAPITAL INVESTMENTS (PTY) LTD
(Registration Number: 2017/7526167)
("**the Lessor**")

ANNEXURE A: ACKNOWLEDGMENT OF RECEIPT (HAND DELIVERY)

ACKNOWLEDGEMENT OF RECEIPT

HAND DELIVERY

I, the undersigned, hereby acknowledge receipt of the letter/document titled

[insert title or brief description]

delivered to me by hand on this day, the _____ [insert date], at _____[insert time].

I confirm that I have received the document in full and understand that this acknowledgement does not constitute agreement with the contents thereof.

Name of recipient	
Signature	
Date	
Time of delivery	
Delivered by	

ANNEXURE B: NOTICE & AOD

K • C • I
MANAGEMENT SERVICES

NOTICE OF INABILITY TO PAY AND ACKNOWLEDGMENT OF DEBT

OUTSTANDING AMOUNTS IN TERMS OF LEASE

Date	
To	KARABO CAPITAL INVESTMENTS (PTY) LTD
From (LESSEE NAME & STUDENT ID)	

PART 1: NOTICE OF INABILITY TO PAY RENT

1. I,

Lessee's Name	

am writing to notify you that I am unable to pay the rental amount due on

Insert due date	

for the property at

Insert address	

brief reason (e.g., financial hardship, delayed allowance, etc)	

2. I kindly request a repayment arrangement for the outstanding rental amount. I understand that I will be required to sign an Acknowledgment of Debt confirming the amount owed and the repayment schedule.

PART 2: ACKNOWLEDGEMENT OD DEBT

3. I, the Lessee hereby acknowledge that I owe the Lessor the sum stated above in respect of rental due under the Lease Agreement dated

Date of lease agreement	

4. I confirm that this debt is valid, due, and enforceable, and that I have no defence or counterclaim in respect thereof.

5. I agree to repay the outstanding amount according to the repayment arrangement below:

Total outstanding amount	
Repayment period (length of time over which the Lessee intends to repay amount e.g. 3 months)	
Payment schedule (when and how much the Lessee must pay during the repayment period e.g. three equal monthly instalments of R2000 on the 5th of each month)	

6.1. Should I fail to make payment strictly in accordance with the above repayment schedule, the full balance of the Debt will immediately become due and payable without further notice.

6.2. The Lessor reserves all rights under the Lease Agreement and at law, including the right to enforce payment and recover legal costs on an attorney-and-client scale should I default.

6.3. This Acknowledgment of Debt does not constitute a variation of the Lease Agreement other than as expressly provided herein.

Signed at _____on ____day of _____20_

_____

LESSEE

FOR OFFICE USE

LESSOR APPROVAL OF ACKNOWLEDGMENT OF DEBT AND AUTHORISATION OF PAYMENT ARRANGEMENT

Action	☐ Authorised	☐ Refused
Name		
Signature		
Date		
Comments		

ANNEXURE C: CONDUCT RULES

CONDUCT RULES FOR THE BODY CORPORATE AND RESIDENTS OF THE VILLAGE ALL BUILDING/BLOCK NUMBER IN TERMS OF SECTION 35 (2)(b) OF THE SECTIONAL TITLES ACT NO. 95 OF 1986

---

1. DEFINITIONS:

In these Rules and in the annexes to these Rules-

1.1 clause headings are for convenience and are not to be used for interpretation;

1.1.1 unless the context indicates a contrary intention an expression which denotes:

1.1.1.1 any gender includes the other genders;

1.1.1.2 a natural person includes a juristic person and *vice versa*;

1.1.1.3 the singular includes the plural and *vice versa;*

1.1.1.4 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.1.1.5 where any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

1.1.1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.1.1.7 schedules or annexures to these Rules shall be deemed to be incorporated in and form part of these Rules.

1.2 In these Rules and the Annexes the word “Rule” refers to these Rules and the words “clause” or “clauses” and “Annex” or “Annexes” refer to clauses of and annexes to these Rules.

1.3 Words and expressions to which a meaning has been assigned in the Sectional Titles Act (No 95 of 1986) and/or the Deeds Registries Act (No 47 of 1937) shall bear the meanings so assigned to them, unless defined in Clause 1.5 hereof.

1.4 References to notices, statements and other communications by or from the Trustees include notices by or from the Trustees and/or Manager.

1.5 In these Rules the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-

1.5.1 **“Act”** means the Sectional Titles Act (No. 95 of 1986) as amended from time and any regulations made and in force thereunder pertaining thereto;

1.5.2 **“Body Corporate”** means the Body Corporate of EMERIS established in terms of section 36 of the Act for the Scheme;

1.5.3 **“Building”** means the individual Residential buildings erected or to be erected on the Land by the Developer (or its successor in title) and which is shown on the Sectional Plan as part of the Scheme;

1.5.4 **“Campus”** means EMERIS University Ruimsig Campus;

1.5.5 **“Common Property”** in relation to the Scheme, means –

- the Land included in the Scheme; such parts of the Building or Buildings as are not included in a Section; and
- Land referred to in section 26 of the Act;

1.5.6 **"Deeds Registries Act"** means the Deeds Registries Act No.47 of 1937, and any regulation made thereunder;

1.5.7 **"Developer"** means Southnet Fairview Registration No. 2001/005792/07, its successors in title and assigns and includes: -

- for the purposes of sections 10 and 15 B (3) (c) of the Act, also the agent of any such person or its successor in title, or any other person acting on behalf of any of them; and
- for the purposes of rebuilding any of the Buildings deemed to have been destroyed as contemplated in section 48 of the Act, the Body Corporate;

1.5.8 **"Land"** means Portion 1 of Erf 76, Willowbrook Extension 11Township, Registration Division I.Q, Province of Gauteng;

1.5.9 **"Manager"** means the duly appointed Manager for any of the Buildings appointed by EMERIS;

1.5.10 **"Management Rules"** means the Management Rules referred to in section 35 (2) (a) of the Act;

1.5.11 **EMERIS Residency Rules"** mean the Conditions of Residency for Student Residences (S1- 2008) and the General Regulations of the Student Residences of EMERIS as amended from time to time and any regulation made and in force there under;

1.5.12 **EMERIS** means Monash Property South Africa (Proprietary) Limited Registration number 2000/005860/10 and Monash South Africa Limited (Association Incorporated under section 21 A) (Incorporated in Australia) Registration Number: 2005/009321/10 and includes all or any holding company or companies and all subsidiaries thereof, including any company or

companies controlled by such holding company or any such subsidiary;

1.5.13 **"Occupier"** means any person occupying or entering the Land, or any of the Buildings or any Section or any other part of the Land or Buildings or Section;

1.5.14 **"Owner"** means the registered owner of a Section and as defined in the Act;

1.5.15 **"Participation Quota"** in relation to a Section, means the percentage determined in accordance with the provisions of sections 32 (1) or (2) of the Act in respect of that Section, for the purposes referred to in section 32 (3) of the Act and shown on the Sectional Plan in accordance with the provisions of section 5 (3) (g) of the Act;

1.5.16 **"Premises"** means the whole of the Land as defined below including but not limited to that of EMERIS University and all buildings thereon;

1.5.17 **"Resident"** means any Owner, Occupier or Lessee of a Section;

1.5.18 **"Scheme"** means the sectional development scheme in respect of the Buildings erected (or to be erected) by the Developer on the Land for purposes of providing residential accommodation for bona fide enrolled students and staff of EMERIS;

1.5.19 **"Section"** means a Section shown as such on the Sectional Plan;

1.5.20 **"Sectional Plan"** means the Sectional Plan approved by the Surveyor General which shows the Buildings and the Land comprised in the Scheme;

1.5.21 **"Trustee"** means a Trustee of the Body Corporate duly appointed in terms of the Management Rules and shall include an alternate Trustee;

1.5.22 **"Unit"** means the Section together with the undivided share in the Common Property apportioned to that Section in accordance with the Participation Quota of the Section as indicated on the Sectional Plan;

1.5.23 **"University"** shall mean the University known as EMERIS (Ruimsig Campus); and

1.5.24 **"Vehicles"** shall mean any motor car, motorcycle or motorised bicycle.

2. CONDUCT RULES ON ACCOMMODATION:

2.1 The EMERIS Residency Rules shall be applicable to the Buildings and all or any Owner and/or Resident and the terms and conditions of the said EMERIS Residency Rules shall be read as if specifically incorporated herein.

2.2 In the event of any of the provisions of these Rules at any time being in conflict with the EMERIS Residency Rules, the Owners and Trustees shall be obliged to exercise their voting rights in favour of the passing of a unanimous resolution in terms of which the relevant conflicting provisions in these Rules are amended in order to remove the conflict insofar as may be permissible in terms of the Act.

2.3 Without derogating from the above, the following accommodation regulations of the EMERIS Residency Rules are applicable to all Owners, Occupiers, Residents and Lessees:

2.3.1 if a Resident wishes to move from his/her Unit to another, the Manager of the Building shall do their best to assist but there can be no assumption that a transfer will be possible, the Resident shall be liable for rental of

the Unit until a suitable replacement Lessee can be found;

2.3.2 in accordance with community living at EMERIS, the Resident shall be responsible for the behavior of their visitors, who are expected to leave by 11pm on Sunday to Thursday and midnight on Friday and Saturday;

2.3.3 no Resident, resident body or group of residents and/or students may arrange a meeting on the premises to which non-University speakers have been invited, or may convene a meeting on the premises unless authorized by the Manager of the Building;

2.3.4 in the event of illness of a Resident, the Manager has the right to obtain medical assistance or to send the Resident home or to a hospital at the Resident's expense, it is the obligation of a Resident to inform the Manager of any Medical Condition that he may have that requires specialized medical treatment and or contagious disease;

2.3.5 each Resident shall participate to the best of his ability in the communal life of EMERIS and other EMERIS Residences and show consideration for other Residents and for the furniture, property and Buildings. It is especially important that Residents do not initiate, contribute or allow to continue, any action which makes any noise which disturbs other residents. Noise, originating from and audible outside the confines of a Resident's own Section is deemed to be excessive;

2.3.6 immediate notice to vacate will be given if a Resident's Section becomes unfit for living in;

2.3.7 there shall be no assignment or sub-letting of a Section without the written consent of the Trustees;

2.3.8 use of the Section shall be only for residential purposes and no Resident shall allow or permit any other person to take up residence in the Section, or to overnight in the Section without prior consent of the Manager;

2.3.9 the Resident shall observe all written rules and regulations made in respect of the Buildings;

2.3.10 the Manager shall be responsible for all aspects of administration of the Buildings, and for enforcing these Rules and all or any rules and Regulations pertaining to students/residents of EMERIS and to exercise authority over all Residents and visitors to the Building;

2.3.11 the Manager and Trustees reserve the right of entry to the Land, Buildings and/or any part thereof. The Owner may inspect his Unit with prior approval of the Manager, which approval shall not be unreasonably withheld;

2.3.12 a Residents shall not enter any Section other than his own unlawfully or without permission;

2.3.13 the Manager and/or Trustees are not responsible in any way for loss of Resident's property or for the safekeeping of Residents property, lost property is to be handed to the Manager and such lost property and or belongings left by departing Residents will, unless prior arrangements have been made, be disposed of after one week;

2.3.14 Residents who do not comply with these Rules and regulations and those of EMERIS will be required to vacate his Section and the Buildings immediately on receipt of a written notice by the Trustees or Manager to do so and will remove all his possessions in terms of the eviction notice;

2.3.15 Residents with a poor disciplinary and financial record in terms of their residency will not be re-admitted in the following academic year;

2.3.16 accommodation is only available to bona fide enrolled students and staff of EMERIS, if enrollment at EMERIS is terminated or invalidated, the Resident will be unable to remain in the Section, and the Tenancy Agreement will be terminated forthwith;

2.3.17 in the event that a Unit cannot be let to a bona fide enrolled student as envisaged in clause 2.3.16, then and in that event only, the Unit may be let to a non-student for a semester. Should a student then be available they shall have preference over a non-student in letting the premises.

3. GENERAL RULES ON ACCOMMODATION

Inter alia a Resident shall:

3.1 not cause or permit any unlawful or disorderly conduct of whatsoever nature in his Section or on the Common Property. Nor shall he by willful or negligent conduct create or cause a nuisance or any other unreasonable inconvenience to the Owner or lawful Occupier of any other Section or to the Trustees, servants or Manager of the Body Corporate or cause complaints to be lodged with EMERIS or the Manager;

3.2 not to interfere with, give instructions to or make requests to any staff employed by the Body Corporate;

3.3 in addition to these Rules and the EMERIS Residency Rules, be bound by the statutory and general obligations of Owners and Occupiers as set out in the Management Rules, and all or any rules or regulations of EMERIS applying to students and/or persons entering the Campus;

3.4 not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or Common Property as to cause a nuisance or obstruction;

3.5 not bring into the Section and or upon the Premises any article which, by reason of its weight or other characteristics, is liable to cause damage to the Section and/or Buildings and/or the Premises;

3.6 Residents and/or their guests may be given immediate notice to vacate their Section and/or leave the Premises for the occurrence of any of the following events and the Trustees in consultation with the Manager, reserve the right to immediately terminate the Resident's occupation and or to claim damages;

3.6.1 physical assault and or physical harassment;

3.6.2 sexual assault and or sexual harassment;

3.6.3 verbal abuse against another person;

3.6.4 threatening, hostile or intimidating behaviour, contributing to, and or enticing any such behaviour which, inter alia abuses or interferes with the work or study of a student, Resident or member of staff in general and specifically in relation to a person's beliefs, race gender or sexual orientation;

3.6.5 intentional damage to property;

3.6.6 drunken and disorderly behaviour;

3.6.7 excessive noise;

3.6.8 unauthorized use of and/or interfering with fire fighting equipment;

3.6.9 unauthorized entry;

3.6.10 bringing pets into the Section and/or Building;

3.6.11 bringing firearms, explosives or other weapons onto the Premises;

3.6.12 throwing objects from the Buildings windows or roof;

3.6.13 subletting without authorization;

3.6.14 theft or acts of theft or damage to the property of any person or the possession of property known to be stolen;

3.6.15 preventing the Manager or Trustees or maintenance personnel from completing authorized duties;

3.6.16 contravening any Health and Safety Act or measure;

3.6.17 failure to pay rental under any Tenancy agreement;

3.6.18 use of the facilities of the Scheme and/or Campus for illegal purposes or purposes detrimental to the Body Corporate of EMERIS;

3.7 not contravene any of the conditions of title of the Land and/or Scheme or conditions of establishment and the conditions of any applicable Town Planning Scheme which have been or may be laid down in respect of the Land and/or Scheme by the Local Authority or any other competent authority and any amendments of any such conditions which may be made at any time or any of the laws, rules or regulations affecting Owners, Lessees or Occupiers of the Buildings or any part thereof;

3.8 refrain from interfering with the electrical, plumbing or gas installations or systems serving the Section or the Buildings, except as may be necessary to enable the Owner or the Trustees to carry out its obligations of maintenance and repair thereof;

3.9 not be in possession of any key/s to any unit or other premises on Campus that he is not authorized by the Manager or Trustees to be in possession of;

3.10 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Section;

3.11 provide at his own expense replacement of all electric, fluorescent and incandescent light bulbs required in the Section;

3.12 be responsible for all glass, both internal and external, on the Section, including all mirrors and window panels;

3.13 not cause or allow any loudspeakers, radios, television sets or similar apparatus to be operated in a manner such as to be heard outside the Section

or to be seen outside the Section.

3.14 not remove furniture or fixtures out of the Section;

3.15 not cook any food in any area other than the kitchen area of his Section;

3.16 at all material times comply with such reasonable rules and regulations as are laid down in writing by EMERIS or on behalf of the Trustees in connection with-

3.16.1 the security of the Premises and the Campus and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Premises and/or Campus or any parts thereof;

3.16.2 the driving and parking of vehicles on or about the Premises and the Campus;

3.16.3 the utilization of common amenities and facilities on the Premises and the Campus;

3.16.4 not solicit, or canvass for business and not distribute any pamphlets, handbills or other advertising matter on motor cars parked in the parking area or in any other part of the Common Area or Campus;

3.17 not leave or permit to be left any packages, furniture, cycles, handcarts, boxes, bags, paper, rubbish or any other goods or articles upon or in service areas, landings, stairways or passages or in any part of the Premises other than specific areas allocated to the Resident for the express purpose concerned, in which areas no unreasonable accumulation of any articles or matter shall be made or permitted by the Resident;

3.18 not harbour or permit the storage or harbouring of any articles upon the Buildings or do or permit anything to be done as a result whereof the fire insurance of the Buildings may be liable to become void or voidable or the premiums in respect of such fire insurance may be increased.

3.19 not conduct any business from the Section or the Common Property;

3.20 not keep any animal or pet in the Section or upon the Common Property;

3.21 not consume or cause to be consumed alcohol on the Section or any part of the Common area unless authorized by the Manager and/or Trustees , nor sell or cause to be sold alcohol upon the Section or any part of the Common Property;

3.22 not cause or attempt to cause any Resident to be intoxicated nor bring alcohol to an event or upon the Campus unless authorized by the relevant authorities;

3.23 ensure that visitors are behaved and comply with all the rules of the Buildings and/or EMERIS;

3.24 not hang any washing or laundry from the Sections windows, balcony or in any other manner allow washing or hanging items to be visible from the outside of the Buildings and shall only hang laundry in the designated areas for washing. Furthermore, the Resident or Owner shall not hang laundry or other items in, on or from any other part of the Common Property other than in the designated area for the hanging of laundry; and

3.25 not initiate nor partake in any form of initiation.

4. HEALTH AND SAFETY

For, reasons of health and safety:

4.1 the following are absolutely forbidden;

- 4.1.1 appliances that draw more than 1 kilowatt of power;
- 4.1.2 personal heaters of **any** kind;
- 4.1.3 candles, incense or anything that generates a naked flame;
- 4.1.4 missiles, fireworks, firearms and other weapons;
- 4.1.5 pets or animals;
- 4.1.6 alcohol;
- 4.1.7 extension cords;

4.2 the following will be allowed:

- 4.2.1 electric kettles and microwave ovens, to be used only in the kitchen area;
- 4.2.2 refrigerators, not exceeding 120 cubic litres;
- 4.2.3 Multi-plugs with individual switches and fuses are allowed;
- 4.2.4 use of the allocated network points, the Resident shall not share or distribute his IP address nor shall he abuse or damage any IT component or infringe on any copyright. The Trustees and EMERIS reserve the right to withdraw any internet or other IT privilege.

4.3 keep his Section free from rodents white ants, borer and other wood destroying insects and pests and to this end shall permit the Trustees, the Manager, or their duly authorised agents or employees, to enter upon the Section from time to time for the purpose of inspecting the Section and taking such action as may

be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication of such pests as may be found within the Section, replacement of any woodwork or other material forming part of such Section, which may be damaged by any such pests, shall be borne by the owner of the Section concerned.

5. **REFUSE DISPOSAL:**

The Resident, Owner and/or Occupant of a Section shall -

5.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Section, and is to dispose of such refuse in the receptacle in the designated area of the Common Property as may be authorised by the trustees;

5.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

5.3 not allow any rubbish, debris, dirt or refuse to be left or stored in the section, entrances, exists or any other area of the Common Property of the Buildings;

5.4 not place or cause to be placed any garbage, rubbish, dirt or refuse anywhere except in such places as have been specifically designated there for by the Trustees or Manager;

5.5 not place or cause to be placed any garbage or rubbish other than in the municipal dustbins as provided and which shall at all times be supplied with the standard plastic bags as required by the Local Authority;

5.6 Not allow his dustbin/garbage bags to be unhygienic or offensive;

6. MAINTENANCE:

6.1 The Owner and/or Occupant of a Section shall at all times and at his own expense maintain his Section use area in good, clean, hygienic, tidy and habitable order and condition and shall be responsible at his own expense for:

6.1.1 all interior painting, maintenance, remedying or blockage of sewers and sanitary equipment and connections;

6.1.2 remedying of water pipe leaks both in his Section and up to the connections with the communal drain;

6.1.3 remedying of excessive water overflow of any equipment or installation

in his Section and/or Exclusive use area;

6.1.4 repair of any nature whatsoever in or on his Section or Exclusive use area; and

6.1.5 geysers.

6.2 All such repairs, remedying or maintenance shall be done immediately after they become necessary or after being requested to do so by the Trustees or Manager.

6.3 An Owner and/or Occupant shall be obliged to maintain the Section and its contents and take all reasonable and necessary steps to keep such area in a clean, hygienic, neat and attractive condition.

6.4 There shall be no obligation upon the Body Corporate to maintain or insure the internal content of a Section.

6.5 The Owner and/or Occupant of any Section shall at all times collaborate with the reasonable instructions and requests of the Trustees for the purpose of maintenance and this includes reasonable access by such Trustees to inspect a Section.

7. FIRE CONTROL RULES:

The Owner or other lawful Occupant of any Section shall not use, abuse or tamper with or cause to be tampered with, abused or used any fire-fighting equipment for any other purpose than as permitted or prescribed by the fire regulations of the relevant municipality.

8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:

8.1 An Owner or Occupant of a Section shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the Common Property without first obtaining the written consent of the Manager.

8.2 The Owner shall be responsible to maintain at his own costs any alterations and additions effected to his Section.

8.3 Any blockages to plumbing and pipes shall be for the account of the Resident of the Section.

9. APPEARANCE FROM OUTSIDE:

9.1 The Owner or Occupier of a Section, shall not place or do anything on any part of the Common Property including balconies, patios and stoops which in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section or the Building.

9.2 The exterior of any Section shall not be painted in any other colour scheme than that colour scheme approved by the Trustees.

9.3 No Owner or Occupier of a Section, shall place or give authorization to be placed any sign, notice, bill board or advertisement of any kind whatsoever, on any part of the Common Property or of a Section so as to be visible from outside of the Section or Common Property, without the written consent of the Trustees first having been obtained. Only one “for sale”/”to let” notice per unit will be permitted and such notice may only be placed in the area designated by EMERIS for such notices to be placed.

10. LEASING OF SECTIONS:

10.1 Any Owner who lets, rents out or grants permission to a person to use his Section shall include in the lease agreement the provisions of these Rules.

10.2 The Owner of any Section who lets his Section shall, at the request of the Manager, take all reasonable steps against such owner/ Lessee who fails to abide by these Rules. Should the Owner of a Section fail to take such reasonable steps against its Lessee to abide by the Conduct Rules, the Trustees shall be entitled to take such steps against the Owner and/or Occupier of the Section to enforce compliance to the Rules and the Body Corporate shall be entitled to recover all legal costs incurred thereby from the Owner and/or Occupier jointly and severally, the one paying, the other to be absolved.

10.3 The provisions of these Rules and the duties of the Owner and Resident in relation to the use and occupation of Sections and Common Property shall be binding on the Owner of any Section and any lessee or other Occupant of any Section and it shall be duty of the Owner to ensure compliance with the Rules by his lessee or Occupant, including employees, guests and any member of his family, his lessee or his Occupant.

11. FINANCE:

All levies shall be paid one month in advance. Interest at a rate as determined by the Board of Trustees from time to time will be charged on outstanding levies as from the first day after such levy was due.

12. VEHICLES:

All Residents, Owners, visitors and the like are bound by the traffic rules of which are to be read as if incorporated herein. Where any discrepancy between these Traffic Rules and those of the University arises, the Traffic rules of are to apply. The following rules shall apply on the Premises:

12.1 All vehicles brought onto the Premises will be at the owner or drivers own risk.

12.2 All drivers of vehicles are to be in possession of a valid drivers license and all vehicles are to bear a valid license disc issued by EMERIS. All vehicles are to be in a roadworthy condition.

12.3 A parking disc will be issued by the Manager of the building.

12.4 Every Resident wishing to bring a vehicle onto the premises or park it thereon, must apply for a valid parking registration disc to be affixed to the right front, inner side of the windscreen. These discs will be issued by the Manager of the Building.

12.5 No vehicle may be parked on the Premises unless the parking disc is displayed.

12.6 No copying, reproduction, duplication or altering of the parking disc will be allowed.

12.7 All traffic signs and road markings including but not limited to reserved parking bays are to be observed.

12.8 A vehicle may not be parked in such a way that it creates an obstruction.

12.9 A vehicle may not be driven in a reckless or negligent manner or whilst under the influence of alcohol or drugs.

12.10 The speed limit on the premises is 10km/hour which shall be observed at all times.

12.11 “Spinning of tyres”, revving of engines, hooting and the playing of loud music in the vehicle, whilst on the premises, will not be permitted.

12.12 No repairs to vehicles may be effected on the premises.

12.13 No interference with a wheel clamp or similar device is allowed

12.14 Further parking rules may be issued by the Trustees and/or EMERIS should it become necessary.

12.15 The Manager of the Building is authorized to accept complaints from any person or authority with regard to any vehicle or its driver on the Premises. In the event that the Manager is unable to deal with the traffic violation or a reprimand by the Manager is ignored; the complaint will be referred to the Trustees.

12.16 The Trustees are empowered to hear any traffic violations. They may impose all or any of the following:

- Impose a fine not exceeding R600,00 and date by which it is to be paid.
- The monies shall be paid into the Banking account of the Body Corporate.
- Revoke the parking disc for a stipulated period or indefinitely.
- Refer the matter to the Vice-Chancellor of EMERIS.
- Suspend all or part of the fine.
- Issue a warning and written reprimand.
- Make any order it deems fit.

13. CONTRAVENTION OF CONDUCT RULES:

If as a result of a breach of any of these Rules by any Owner or Resident, the Trustees instruct an attorney to take legal action against the Owner or Resident to enforce these Rules, the defaulting Owner or Resident shall be liable for all costs and charges of whatsoever nature on an attorney-and-client scale incurred as a result thereof.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS ABOVE.

SIGNED BY LESSEE _____

ON THIS DATE

ANNEXURE D: DEED OF SURETYSHIP

SURETYSHIP IN FAVOUR OF KARABO CAPITAL INVESTMENTS (PTY) LTD

I/ we the undersigned:

PARENT OR CO-PRINCIPAL DEBTOR(S) DETAILS		
1.	**Name**	
	Identity number	
	Address for notice	
2.	**Name**	
	Identity number	
	Address for notice	
3.	**Name**	
	Identity number	
	Address for notice	
(hereinafter referred to as **"the surety"**)		

Hereby bind myself/ ourselves as surety and co-principal debtor, jointly and severally to:

KARABO CAPITAL	
Name	KARABO CAPITAL INVESTMENTS (PTY) LTD
Registration number	2017/7526167
Address for notice	
(hereinafter referred to as **"the creditor"**)	

For the due and proper performance of all the obligations (current or future) of, and the punctual payment of all amounts, including damages, which become due and payable by:

STUDENTS DETAILS	
Name:	
Student number:	
Home address:	
(hereinafter referred to as **"the debtor"**)	

I/ we further agree that:

1. This suretyship shall be unlimited.

2. I/ we am fully acquainted with all the terms and conditions including, amongst others, the terms of payment and default in respect of the lease agreement concluded between the debtor and creditor. The terms of the lease agreement must be read as if specifically incorporated herein.

3. No indulgence, relaxation, or grace granted by the creditor to the debtor or surety shall constitute a waiver of the creditor's rights under the lease agreement or this suretyship.

4. The surety shall not be released from suretyship until such time that all debts owing to the creditor is settled in full, regardless of the surety resigning as a director of the debtor, the debtor being liquidated, or the debtor merging with another entity. The surety agrees that this suretyship shall be enforceable against the surety's insolvent or deceased estate.

5. This suretyship shall be in addition to and without prejudice to any other suretyship or security held or hereafter held by the creditor from or on behalf of the debtor.

6. The amount of indebtedness shall be proved at any time by a certificate signed by the creditor, alternatively by a statement of account showing the status of the debtor's account. Either of these documents will constitute proof on the face of it and will constitute a liquid document for the purposes of instituting legal proceedings.

7. I/ we hereby expressly renounce the benefit or defence of excussion, absence of a cause for the debt, error in calculation of the debt, or that the debtor did not receive the value claimed.

8. I/ we acknowledge that I have been given a fair opportunity to consider the content of the lease agreement and this suretyship and that I was entitled to seek legal counsel before concluding the suretyship. I/ we acknowledge that the terms of this suretyship is fair and reasonable.

9. I/we choose my address for the service of all legal notices and pleadings in respect of this suretyship as aforesaid. The surety bears the onus of notifying the creditor of a change in address by sending notice to the creditor as required herein.

10. All notices shall be given in writing and will be deemed delivered immediately upon delivery by hand, immediately upon e-mail transmission, and within 5 days from sending the notice by prepaid registered mail.

11. Should the creditor institute legal action against the debtor and surety for performance under the lease agreement, the creditor will be entitled to claim its legal costs on an attorney and client scale.

12. I/ we confirm that I am/ we are signing this suretyship out of my/ our own free will.

13. If any term hereof is in conflict with any provision in law, such terms will be severable from the rest of the suretyship and will not automatically cause the entire suretyship to become void or unenforceable.

14. The surety consents to the jurisdiction of any magistrate’s court having jurisdiction over the person of the debtor, irrespective of the amount of the claim.

15. The suretyship constitutes the whole agreement, and no variation, cancellation, or addition will be of any force and effect unless it is reduced to writing and signed by the surety and creditor.

(remainder of page intentionally left blank, signature pages to follow)

Signed at _____ on this the ___ day of _____.

Surety 1:

_____

Surety 2:

_____

Surety 3:

_____

Witness 1:

_____

Witness 2:

_____