

# Lease Agreement

Lease Agreement Tenant's Name:.....

**THIS IS AN AGREEMENT BETWEEN: MVULAZANA TRADING CC t/a Kings Student Accommodation**

Herein represented by ..... in his/her capacity as .....  
 Being duly authorized hereto by virtue of a resolution, of which annexure "A" is a true extract of:

**Street Address:** 430 Govan Mbeki,  
 North End,  
 Port Elizabeth  
 Eastern Cape  
 6001  
 South Africa

**Postal Address:** 430 Govan Mbeki,  
 North End,  
 Port Elizabeth  
 Eastern Cape  
 6001  
 South Africa

**Telephone No:** +27 41 484 1646 / 041 450 6466  
**E-mail Address:** administration@kingssa.co.za  
 (Called the landlord")

**AND**

**Full name & Surname:** \_\_\_\_\_  
**Identity Number:** \_\_\_\_\_  
**Student Number:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Telefax No:** \_\_\_\_\_

**(Called the "tenant")**

If the tenant is a minor and is to be assisted by his/her guardian, then the details of the guardians are:

**Full name & Surname:** \_\_\_\_\_  
**Identity Number:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Telefax No:** \_\_\_\_\_  
**Witnesses:** \_\_\_\_\_

## 1. DEFINITIONS

In this agreement, unless the context clearly states otherwise:

- 1.1.** The “**Landlord**” means the party defined as such above.
- 1.2.** The “**tenant**” the party defined as above.
- 1.3.** The “**land**” is **430 Govan Mbeki Street, North End,**  
**Port Elizabeth.**  
**6001**  
**Eastern Cape. South Africa**
- 1.4.** The “**building**” is a reference to the Kings Student Accommodation which is situated on the above Evens and which have been stipulated above.
- 1.5.** The “**common areas**” or “**common property**” are those areas of the building which are not intended for letting, as well as the land which is not covered by the buildings.
- 1.5.1.** The “**unit**” means room No..... in the female / male residence, which is situated on the ..... Floor of the female / male residence, as will more fully appear on the attached floor plan.
- 1.5.2.** The “**premises**” is a reference to the unit and the common property together.
- 1.6.** The “**lease period**” means the period commencing on the .... Day of .....2021 (called the “commencement date”) and terminating on the 30th November 2021.
- 1.7.** The “**rental**” is the monthly rental payable by the tenant to the landlord and is R.....
- 1.7.1. Payment of rental.** The first payment of rental is a minimum of R..... and shall be paid monthly by not later than the 7th day of the following month.
- 1.8.** The premises are let and leased for use as student accommodation by the tenant.
- 1.9. 1.10.1 (a)** The landlord’s **domicilium citandi et executandi** is the street.  
Address appearing under its name on page 1 of this document.
- (b)** The landlord’s postal address and telefax number is the postal address and telefax number appearing under its name on page 1 of this document.
- 1.10.2 (a)** The tenant’s **domicilium citandi et executandi** is the street address appearing under its name on this document
- (b)** The tenant’s postal address is the address of the premises hereby let.
- 1.10.** The “**deposit**” is the amount of R.....
- 1.11.** The “**surety**” is ..... (Identity Number .....).

## 2. LEASE

The landlord hereby lets the unit to the tenant who leases them at the rental, for the period and subjects to the provisions contained or referred to in **Page 1**.

## 3. PERIOD

**3.1.** Subject to **3.2**, the lease shall be for the period stated in **Page 1** above.

**3.2.** If after expiry of the lease period the tenant remains in occupation of the premises and continues to pay the rental and other amount due in terms of this agreement and the landlord accepts such payments, their legal relationship will be that of a monthly tenancy terminable by either party giving to the other not less than one calendar month's written notice of termination. All the other provisions of this agreement shall apply to their legal relationship, mutatis mutandis.

## 4. RENTAL

**4.1. Amount** – The rental payable by the tenant during the lease period is stipulated in **1.7** above.

**4.2. Time and place of payment** – The tenant shall pay the rental as stipulated in **1.7** above. Payment shall be made into the landlord's bank account at

### **First National Bank**

**Account No:** 62667811486

**Branch:** Four ways Mall

**Branch code:** 251655

by whatever means of payment the tenant chooses, provided that the payment is made timeously.

## 5. ELECTRICITY – WATER – VALUE ADDED TAX

**5.1.** The landlord is liable for payment of all rates and taxes, sewerage and rubbish removal fees.

**5.2.** The tenant is not liable for additional charges in respect of the consumption of water or electricity.

**5.3.** If at any time Value Added Tax ("VAT") or any similar tax is introduced on rental payable in respect of residential premises, then from the date of such introduction, the tenant will be liable for payment of an equivalent amount to the landlord and the amount will be paid together with the rental.

## 6. PURPOSE – RESTRICTION ON VISITORS

**6.1.** The units are let and are to be used for the purpose described in **1.8** above. The tenant shall not be entitled to use the premises for any purpose without the landlord's prior written consent.

**6.2.** The tenant warrants that he/she is registered as a student at the NMU. The tenant is obliged to give adequate evidence of this to the landlord at the latter's request

**6.3.** The premises are leased for occupation only by the tenant and no one else, provided only that the tenant will be entitled to receive visitors in the premises, but that no visitor will be entitled to be accommodated in the units for longer than 6 (six) hours and in any event not between 22.00 and 10h00. No sleep-overs are not allowed without first obtaining permission from management. This is a material provision of this lease, which goes to the root of the agreement.

## 7. CONDITION OF PREMISES

The units are let and leased in the condition in which they are on the date of signature of this agreement. The landlord is entitled to inspect the premises at any time before or after the tenant occupies them and is entitled to photograph them if it so wishes so as to record their condition.

## 8. FIXTURES, FITTINGS AND ALTERATIONS

- 8.1.** The tenant shall not attach to the inside of the premises any fixtures or fittings without the landlord's prior written consent, which consent, however, will not be unreasonably withheld.
- 8.2.** The tenant shall not be entitled to make any alterations or additions to the premises, whether of a structural nature of otherwise, without the prior written consent of the landlord. The landlord shall be entitled to refuse any such consent sought by the tenant or grant its consent upon such terms and conditions as the landlord in its entire discretion may deem fit.

## 9. PROHIBITIONS

The tenant shall not:-

- 9.1.** Cede, assign, mortgage or otherwise encumber this lease or any part thereof or sub-let the premises or any part thereof.
- 9.2.** Mutilate or damage the walls, doors, ceilings of the premises in any manner;
- 9.3.** Interfere with the electrical, plumbing or other installations on the premises;
- 9.4.** Install any air-conditioning apparatus or any other electrically operated equipment without the landlord's consent, subject to the provisions of 8.1 above;
- 9.5.** Display or store any goods outside the premises;
- 9.6.** Allow or permit anything to be done or omitted from the units which is or may become a nuisance or disturbance to neighbours or to the general public.

## 10. MAINTENANCE AND REPAIRS

- 10.1.** Fair wear and tear accepted, the tenant shall be responsible for the proper upkeep and maintenance of the units in the condition in which they were received from the landlord. This will be done at the tenant's own cost. Furthermore, fair wear and tear accepted; the tenant shall, at its own cost, replace broken glass, broken window panes and/or defunct light bulbs and fluorescent tubes and starters and shall replace lost keys.
- 10.2.** The landlord shall maintain the structure of the building, that is, the structure of the roof, walls, floors foundations, water supply system, electrical supply system and the sewerage system, unless any damage to or malfunctioning in those items is caused by the tenant in which event the tenant shall forthwith repair them at its own cost.

## 11. CLEANING OR PREMISES / REFUSE REMOVAL

- 11.1.** The tenant shall keep the inside of the unit in a clean, tidy and tenantable condition.
- 11.2.** The tenant shall not allow the accumulation of any filth, litter or rubbish in or outside the unit and shall be responsible for the removal of all refuse from the unit to any central collecting point on the land.

## 12. FAILURE OF SERVICES

The tenant shall have no claim of any nature whatsoever, whether for damages, remission of rent or otherwise, against the landlord, nor be entitled to cancel the lease by virtue of or interruption in the supply of water, electricity, heating or other amenities such as cleaning service (if any); provided the landlord shall within a reasonable time after being notified of the disruption of such service take reasonable steps to have the disruption remedied, provided that if the disruption shall have been caused by the tenant's fault, the tenant shall be responsible for the cost of remedial work undertaken by the landlord and shall pay it immediately upon demand by the landlord. The immediate payment of such amount is a material provision of this agreement. If the disruption shall have been caused by the tenant's fault; he/she shall forthwith and at his/her own cost, do whatever is required to remedy the position.

## 13. LOSS OR DAMAGE / INJURY OR DEATH

- 13.1.** The landlord shall not be liable for any loss or damage suffered by the tenant to its good or otherwise by virtue of the tenant's occupation of the units, whether such loss is occasioned by fire, rain, hail, leakages, earthquakes, and riot, via major burglary or in any other way whatsoever. Furthermore, the tenant will have no claim against the landlord by virtue of the death or personal injury of any persons in or about the premises.

**13.2.** The tenant hereby indemnifies the landlord against any damages which the latter may suffer by virtue of any claim instituted against it by virtue of the death or injury of any person or by virtue of the loss of or damage to property, suffered in or about the premises

#### **14. ACCESS BY LANDLORD**

The landlord's manager, caretaker, workmen or agents shall be at liberty at all reasonable times to enter upon the units to inspect them and to do or carry out any work that may be required by any authority to be done upon the units and to make any repairs, alterations or improvements thereto, after having made mutually acceptable arrangements for this with the tenant. The tenant shall not be entitled to any remission of rental nor to cancel the lease, by virtue of the foregoing activities. The landlord is entitled at all times to have in its possession a key to the main entrance to the premises (*including any security door which may exist*)

**In order to maintain an acceptable standard of cleanliness, the landlord is entitled to charge a fee for the cleaning of the unit should it be necessary.**

#### **15. COMPLIANCE WITH LAWS AND RULES**

**15.1.** The tenant shall comply with all laws, by-laws and regulations affecting the premises, including the Student Rules and Regulations booklet available at the university upon registration.

**15.2.** Furthermore, the tenant shall submit to and comply with the residents' rules made by the landlord and in this regard it is recorded that the tenant has received a copy of the residents' rules, has read them and has taken cognizance of them. As evidence hereof, the tenant has signed a copy of the rules which the landlord has kept in the landlord's possession. The parties agree to it that the landlord is entitled to add or vary or retract any of the said rules at any time without prior notice to or consultation with the tenant and such amended rules will be applicable to the tenant's occupation of the premises as from the date upon which they are published by being affixed to the official notice board in the building or by posting them to the tenant or by delivering them to the tenant. The landlord has an unfettered discretion with regard to the alteration of the rules, provided only that the alterations are reasonably necessary to ensure the proper administration of tenants in the building and/or of the building itself.

**15.3.** The tenant shall be subject to disciplinary procedures as laid down by the Management and in accordance with the Student Rules and Regulation booklet mentioned in **15.1** above.

**15.4.** Should the tenant be evicted or expelled from the residence due to a disciplinary enquiry or for any other reason, the deposit paid shall be forfeited.

#### **16. INSURANCE AND FIRE HAZARD**

The tenant undertakes not to keep any combustibles or hazardous goods in the unit which could in any way vitiate the landlord's fire policy.

#### **17. DAMAGE OR DESTRUCTION OF PREMISES**

**17.1.1.** If, as a result of any cause whatsoever, including the negligence of the landlord but excluding the fault of the tenant, co-occupants or other people under his control, the leased premises are destroyed completely or are rendered completely unfit for the purpose for which they are leased, this agreement shall terminate and the tenant will have no claim for compensation against the landlord.

**17.1.2.** Should the unit be destroyed or be rendered so for the purpose for which they are leased by the fault of the tenant, co-occupants or any other person under his control, then at the landlord's volition:

**(a)** The agreement will not be terminated but shall remain in full force and effect in which event the tenant shall have no claim for remission of rental or cancellation against the landlord and the landlord will be obliged to reinstate the premises as soon as possible, but in doing so will not be obliged to spend more money than is paid to the landlord by its insurer in respect of the destruction or damages; or

**(b)** The landlord may cancel the lease and claim its damages from the tenant.

**17.2.** Should the leased unit be partially damaged by any cause whatsoever to an extent which does not prevent the tenant from having benefit occupation of the unit, then the landlord will ensure that the premises are repaired as soon as reasonably possible and the tenant will be entitled to a reasonable reduction of the rental for the period during which the premises are being repaired; provided that the tenant will not be entitled to any reduction or remission of rental or to cancel the lease if the premises are partially **damaged through the fault of the tenant**, his representatives or employees or any other person under his control and provided further that under the said circumstances the tenant will be liable for the landlord's damages.

**17.3.** Any dispute as to whether the premises have at any time been rendered completely untenable as contemplated in **17.1** or partially untenable as contemplated in **17.2**, or any dispute as to the remission of rental to which the tenant may be entitled to, or as to whether or not any destruction or damage was caused by the fault of the tenant (or the other parties referred to in **17.1**) shall be submitted for determination to an architect appointed by the President from time to time of the Institute of Architects. The architect shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties. The architect's charges (fee and/or disbursements) for determining the dispute will be paid by the party against whom the determination is mainly made and the architect will decide against whom the determination is mainly made. The architect's decision in this regard will also be final and binding on the parties.

## 18. BREACH

**18.1.** Should the tenant breach any provision of this agreement, whether it be of a financial nature or otherwise and whether it goes to the root of the contract or not, the landlord will be entitled without prior notice and without prejudice to any other rights which it may have:

**18.1.1.** To cancel this lease and claim damages including but not restricted to the forfeiture of the deposit from the tenant or alternatively.

**18.1.2.** To enforce specific performances by the tenant of his obligations under the lease and to claim damages from tenant. In the event of cancellation of the lease by virtue of the tenant's breach, the landlord will be entitled immediately to repossess the unit and to eject the tenant therefrom, without prejudice to any claim he may have for unpaid rental, or damages in lieu of rental for the unexpired period of the lease, or otherwise howsoever.

**18.2.** The following acts or omissions by a tenant will be deemed to be breaches such as is contemplated in **18.1** which give rise to the rights referred to in **18.1**

**18.2.1.** If the tenant fails to take up occupation of the unit at the commencement of the lease or thereafter at the commencement of any new academic term.

**18.2.2.** If the tenant swop the unit hereby leased for another unit (whether or not the tenant takes up occupation of the said other unit) without the prior written consent of the landlord given under the landlord's signature.

## 18.3. TENANT'S RIGHT TO CANCEL

A tenant will be entitled to exit from this lease if:

**18.3.1.** The tenant has given the landlord not less than 1 (one) calendar month's written notice of termination of the lease and has found a replacement tenant (to the reasonable satisfaction of the landlord) which replacement tenant has signed a lease with the landlord in respect of the unit, provided further that the rentals of the tenant exiting from the lease are fully paid up, up to and including the date of termination of the lease as well as any other amount which may be due by the tenant. Under the said circumstances **the exiting tenant will forfeit his deposit**. The tenant's right so to exit from the lease without prejudice to the landlord's claim for any damages done to the premises.

**18.3.2.** The tenant has given 1 (one) calendar month's **written** notice of termination of the lease to the landlord and such period coincides with the end of a semester. **Notwithstanding, the deposit will be forfeit.**

The tenant's rights so to exit from the lease will be without prejudice to the landlord's claim for any damages done to the premises.

**18.4.** As an alternative to the above breach clauses (**18.1.**, **18.1.2.**, **18.1.3**, **18.2** and **18.3**) the tenant can elect to cancel the lease by applying one of the following options:

(a) A Tenant who has given one calendar months' notice of cancellation of lease and such period coincides with the end of a semester and the tenant **will forfeit their deposit and will be held liable for any Damages or Destruction of the Premises.**

## 20. DOMICILE AND NOTICES

**20.1.** A party is entitled to amend its domicile citandi et executandi or postal address reflected in **1.10** by giving written notice thereof to the other party and the amended domicilium or postal address will become effective upon receipt of the said notice by the party being notified thereof.

**20.2.** Unless the contrary is proved.

**20.2.1.** Any notice dispatched by prepaid registered mail to a party at its address chosen in terms **1.10.1 (b)** or **1.10.2 (b)** (as the case may be) will be deemed to have been received by such party and its contents to have come to such notice on the 5th (fifth) day after the date upon which it is posted in Port Elizabeth or Johannesburg

**20.2.2.** Any written notice delivered at the tenant's domicile to any person apparently residing or employed there and apparently over the age of fourteen years, will be deemed to have been received by and the contents to have come to the attention of the tenant upon such delivery. The foregoing provisions do not prevent a party from giving notice to the other party in any other manner. The said provisions, without derogating from their general applicability specifically apply to any notice required in term of clause **18.1**

## 21. COSTS

**21.1. Legal costs in case of breach** - Should the tenant breach any provision of this agreement and the landlord instruct an attorney to demand compliance by the tenant with the relevant provision, whether or not a summons is issued, the tenant will be liable for the landlord's legal costs on an attorney and own clients basis.

## 22. DEPOSIT

**22.1.** The tenant shall pay the deposit defined in **1.11** to the landlord and it shall be held by the landlord for 30 days after termination of the lease. Application forms must be completed when applying for refund of deposit.

**22.2.** The landlord will be entitled to utilize the deposit or any portion thereof to make good any damage caused to the units by the tenant and for which the tenant is liable for in terms of this lease or to supplement any shortfall in the rental or any other amount due by the tenant at any time. As soon as any amount of the deposit has been spent by the landlord, the tenant shall immediately pay an equivalent amount to the landlord so as to ensure that the landlord is at all times in possession of the full amount of the deposit. For purpose of calculating the full amount of the deposit, interest earned on the deposit (if any) shall not be taken into account.

**22.3.** Deposits are refundable to the parent or guardian if the tenant is a minor. Should the student wish to receive the deposit he/she must bring a written letter from the parent giving her permission for the deposit to be paid to the student.

## 23. LANDLORD'S ADDITIONAL RIGHTS WHEN TENANT IS IN BREACH OF PROVISIONS OF LEASE

**23.1.** Should the tenant be in arrear with the payment of rental or any other amount due to the landlord in terms of this agreement, then, without prejudice to the landlord's other rights stipulated elsewhere in this agreement, the landlord will be entitled.

**23.1.1.** To prevent the tenant from gaining entrance to the premises pending the outcome of legal proceedings instituted by the landlord to obtain an eviction order or other relief against the tenant; and/or

**23.1.2.** Discontinue the supply of water and/ or electricity to the premises pending the outcome of legal proceedings instituted by the landlord to obtain an eviction order or other relief against the tenant.

**23.2.** The provisions of **23.1** are severable from the other provisions of this lease and should they be void or voidable, they will be regarded as pro non scrip to without affecting the validity of the other provisions of this agreement.

## 24. GENERAL

**24.1. Non-variation** - No alteration, variation, addition or consensual cancellation of or to this agreement (including this clause) will be of any force or effect unless reduced to writing and signed by both parties.

**24.2. Whole agreement** – This document contains the whole agreement between the parties and there are no prior or parallel agreements between them. No representation or warranties not contained in this document were made by or on behalf of either party.

**24.3. Representations** – Warranties – Neither the landlord nor anyone on its behalf has made any representation or given a warranty which induced the tenant to enter into this agreement.

**24.4. Severability** – Each and every clause and paragraph of this agreement is severable from each and every other clause and paragraph thereof and should any such clause or paragraph, or any part thereof, be void or voidable for any reason, or be contrary to any statutory or other legal provision, it will be severed from the rest of the agreement and the rest of the agreement shall remain in full force and effect.

**24.5. Risk** – Everything brought into or onto the units or the land by the tenant is brought into or onto the units of the land at the tenant's sole and exclusive risk.

**24.6. V.A.T** – It is recorded and agreed that the rental stipulated in **1.8** does not include VAT and that clause **5.3** above contains provisions relating to VAT

**24.7. Method of payment** – Should any cheque given by the tenant to the landlord in respect of rental or any other amount due in terms of this lease, be dishonored, then from the date thereof the landlord will be entitled to require the tenant to pay all future rental and other amounts due in terms of the lease by way of bank or bank guaranteed cheques or in such other manner as may be acceptable to the landlord.

**24.8. Surety ship** – The tenant is obliged to procure the signature of a deed of surety ship by the surety mentioned in clause **1.12**. The surety ship shall be in the format of the attached specimen and shall be furnished to the landlord, duly signed, within 48 (forty eight) hours of the date of this agreement failing which the landlord will be entitled (but not obliged) to release from this agreement by written notice to the tenant. If the commencement date is earlier than 48 hours after the date of the agreement the said deed of surety ship shall be furnished by not later than the commencement date.

**24.9. Interest on arrears** – Without prejudice to any other rights which the landlord may have under the said circumstances, if any amount due in terms of this lease is not paid timeously the landlord is entitled to claim interest on the amount at 4% (four percent) more than the publicly quoted prime rate of interest charged from time to time by First National Bank on unsecured overdrafts to its most favored customers. The said rate may be proved by a certificate furnished by any manager of any bank of First National Bank and the appointment of the said manager will not have to be proved.

## **25. LIABILITY BY GUARDIAN**

If the tenant is assisted herein by a guardian, the guardian hereby binds himself/herself as surety for and co-principal debtor with the tenant unto the landlord for the entire tenant's obligations in term of this lease and hereby waives the benefits of the exception or excursion and division. Failure to sign this agreement does not exclude the tenant from liability Agreement to the terms of the lease is accepted by both parties once the tenant takes occupancy

## **26. WAIVER AND INDEMNITY**

Should the tenants utilize any form of transport offered by the lessor to and from the university campus and also to and from social events and/or sports meetings or for other purpose then the tenant agrees to:

**26.1.** Waive each and every right which the tenant may obtain **Mvulazana Trading CC** (and/or its directors, managers, or employees) or against any person who may drive the said vehicle in which he/she is transported by virtue of the loss of/or damage to any of their possessions for by virtue of their injury or death occasioned at any time while so being transported, even if the said damage or loss or injury or death is cause by the negligence of **Mvulazana Trading CC** (and/or its directors, managers or employees) or any such driver of the vehicle

**26.2.** Where I am the legal guardian of the tenant, it is specifically understood that I consent to the tenant utilizing the transport facility provided for by Mvulazana Trading CC and that I agree to the waiver and indemnity as set out in clause **26.1**.

SIGNED AT \_\_\_\_\_ ON THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2021

AS WITNESS

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

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

\_\_\_\_\_  
LANDLORD / REPRESENTATIVE

SIGNED AT \_\_\_\_\_ ON THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2021

AS WITNESS

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

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

\_\_\_\_\_  
GUARDIAN

SIGNED AT \_\_\_\_\_ ON THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2021

AS WITNESS

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

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

\_\_\_\_\_  
TENANT