ACCOMMODATION CONTRACT 2027

Westwood Lodge
Live well, Study well

PLEASE READ CAREFULLY

STUDENT RESIDENCE ACCOMMODATION CONTRACT 2027

WESTWOOD ESTATE: SHARED ACCOMMODATION

Between:

WESTWOOD JOINT VENTURE TRUST Registration No IT341/2012/PMB

hereinafter represented by **LANCE GORE / JOAN WINGATE-PEARSE,** they being duly authorised hereto by a resolution of Trustees

(the "OWNER")

of

Postal Address: P.O. Box 803 Umhlanga Rocks, 4320

Physical Address 12 Grace Avenue, Westville, 3630

and

Name: _____

Identity No _____ (the "OCCUPANT")

Name: _____

Identity No _____ (the "GUARDIAN")

Postal Address: _____Code _____

Physical Address _____

Tel: _____(Student)_____(Guardian)

Email: _____(Student) Email: _____(Guardian)

(the "OCCUPANT")

SCHEDULE

1.2 DWELLING: Means a 5-bedroom or 8-bedroom dwelling of which the PREMISES form part. *Shared Room, *Single Room, *Studio within the DWELLING

***Delete that which is not applicable**

1.3 LODGE NAME and BEDROOM NO: Assigned by the Owner at his sole discretion. The OCCUPANT may be relocated or moved to a different Lodge at the sole discretion of the OWNER due to operational, or any reason whatsoever.

1.4 PERIOD: This Contract shall commence on 1 FEBRUARY 2027 and shall, subject to the provisions hereof, terminate on the 30 NOVEMBER 2027

1.5 FEE PAYABLE (Excluding Deposit and Admin Fee). ****SEE PAYMENT POLICY AND SCHEDULE PLUS CLAUSE 6.1 BELOW***

Shared - Annual Fee	R 62,500
Single - Annual Fee	R 94,750
Studio - Annual Fee	R 104,750 (Single person. 2nd person ADD R 3,500 per month)

1.6 DEPOSIT* :

Shared	- R 6,000
Single	- R 8,000
Studio	- R 10,000

Arrangements may also be made, in special circumstances, to assist with the Deposit through our PeerDeposit Surety service which would require an initiation fee plus a monthly fee to cover the deposit surety commitment.

- NATURE OF OBLIGATION
  - This Suretyship is an accessory obligation; PeerDeposit's liability arises only if and when the Tenant defaults under the Lease.
  - This Agreement does not constitute a guarantee policy or insurance product as contemplated in the Short-Term Insurance Act or the Financial Advisory and Intermediary Services Act (FAIS).
  - PeerDeposit's obligation is limited to the Maximum Surety Amount and only for defined lease obligations.

- PEERDEPOSIT'S UNDERTAKING
  - PeerDeposit binds itself as surety and co-principal debtor in favour of the Landlord for the lawful obligations of the Tenant under the Lease, up to the Maximum Surety Amount as set out in the separate Surety Agreement.
- APPLICANT'S OBLIGATIONS
  - The Applicant must pay the Service Fee as agreed.
  - The Applicant shall reimburse PeerDeposit for any amount paid to the Landlord in terms of this Suretyship, together with interest at 20% per annum and attorney-and-client costs. Interest to be compounded monthly.
  - The Applicant shall promptly notify PeerDeposit of any default, dispute, or termination of the Lease.
- ACKNOWLEDGEMENT OF DEBT
  - The Applicant acknowledges that any payment PeerDeposit makes under this Suretyship creates a liquid debt owed by the Applicant to PeerDeposit.
  - The Applicant irrevocably consents to judgment in terms of section 58 of the Magistrates' Courts Act, 1944.
  - PeerDeposit may cede or assign its rights under this clause without further notice.
  - If the Applicant is married in community of property, spousal consent (attested by two witnesses) is required and attached as Schedule D as set out in the separate Surety Agreement.

1.7 ACCOMMODATION AND FUNDING STATUS

Select the applicable accommodation arrangement:

☐ Private – Full Fee-Paying OCCUPANT.

☐ Private – OCCUPANT receiving or intending to apply for permissible bursary or third-party funding assistance.

☐ Designated NSFAS-Funded OCCUPANT – Accepted separately in writing by the OWNER and subject to the applicable NSFAS accommodation agreement.

In the absence of a selection, the accommodation arrangement shall be regarded as a private, full fee-paying arrangement, subject to Clause 6.3 of this Contract and any applicable binding funding requirements.

The OCCUPANT and GUARANTOR acknowledge that they have read and understood the provisions of Clause 6.3 relating to private accommodation, NSFAS and third-party funding.

2. INTERPRETATION

2.1 In this contract, unless otherwise indicated by the context:

2.1.1 "ACT" means the Housing Consumers Protection Measures Act 95 of 1998, as amended from time to time, and includes any legislation replacing it.

2.1.2 "ASSOCIATION" means the Westwood Estate Homeowners' Association (RF) NPC (Registration No. 2007/029481/08);

2.1.3 "BEDROOM" means the bedroom allocated to the OCCUPANT in the PREMISES, which bedroom is referred to in 1.3 of the SCHEDULE;

2.1.4 "CO-OCCUPANTS" means the other persons who shall share occupation of the PREMISES with the OCCUPANT, which occupants shall be selected by the OWNER in its sole and absolute discretion subject to the provisions of this Contract and subject to a maximum of 10 (TEN) persons in a 5 (FIVE) five-bedroom DWELLING and 16 (SIXTEEN) persons in an 8 (EIGHT) bedroom DWELLING;

2.1.5 "DATE OF SIGNATURE" means the date of signature of this Contract by the last signing of the OCCUPANT or the OWNER;

2.1.6 "ESTATE" means the Westwood Estate, which has been laid out on the immovable property described as Erf 3 Garden Park, No. 15308 and all subdivisions thereof, it being recorded that the Estate shall be a MIXED-USE Estate comprising of, inter alia, student accommodation, long and short-term residential accommodation, corporate accommodation and commercial use areas

2.1.7 "GUARANTOR" means the party who signs as guarantor at the end of this Contract and who is standing surety, in favour of the OWNER, for the obligations of the OCCUPANT in terms of this contract.

2.1.8 "PREMISES" means contracted premises referred to in paragraph 1.3 of the SCHEDULE;

2.1.9 "RULES" means the rules of both the ASSOCIATION and the House Rules of the PREMISES (a copy of which is attached hereto marked Annexure "B");

2.1.10 "SCHEDULE" means the schedule set out in paragraph 1 of the Contract;

2.1.11 "MOVABLES" means the furniture, fittings, kitchen utensils and other items listed in Annexure "C" hereto;

2.1.12 The respective parties are designated as set out in brackets after their respective names in the heading to this contract;

2.1.13 Clause headings in this contract are for convenience only and shall not be considered in the interpretation hereof;

2.1.14 This Contract shall be interpreted and applied according to the South African laws;

2.1.15 In this Contract, words importing a particular gender shall be deemed to include the other genders, words importing natural persons shall be deemed to include corporate bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and *vice versa*.

2.1.16 Any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof;

2.1.17 Where a number of days are prescribed, they shall consist of all days (i.e. including Saturday, Sunday and Public Holidays) and shall exclude the first day and include the last day;

2.1.18 Where an expression has been defined and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Contract;

2.1.19 If a number is referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

2.1.20 In interpreting this Contract, no provision shall be construed in a limiting fashion or in accordance with Eiusdem Generis Rule (i.e. a specific provision on any particular issue in this Contract shall not be deemed to be detracting from, or limiting, a general provision in this Contract on the same issue);

2.1.21 If any provision of this Contract is unenforceable for any reason whatsoever, such provision shall be deemed to be separate and severable from this Contract, without in any way effecting the validity of the remaining provisions of this Contract;

2.1.22 This Contract shall be governed by and construed according to the Laws of the Republic of South Africa;

2.1.23 The expiration or termination of this Contract shall not affect those provisions of this Contract which expressly provide that they will operate after any such expiration or termination or, which out of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the paragraphs do not expressly provide this;

2.1.24 To the extent that the Contract is signed on a date which results in the use of any tense being inappropriate, the Contract shall be read in the appropriate tense;

2.1.25 A fully executed facsimile, or email copy of this Contract shall be accepted as an original and this Contract may be signed in counterparts and will be effective as such, each of which will be deemed

an original and all of which together shall constitute one and the same Contract as at the date of signature of the party last signing one of the counterparts;

2.1.26 This Contract shall be binding on and enforceable by the administrators, trustees, successors in title, successors in office, assigns or liquidators of the parties as fully and effectually as if they had signed this Contract in the first instance and reference to any party shall be deemed to include such party's administrators, trustees, successors in title, successors in office, assigns or liquidators, as the case may be;

2.1.27 This Contract incorporates the annexures (if any), which annexures shall have the same force and effect as the provisions set out in the body of this Contact. The various documents forming part of this Contract are to be taken as mutually explanatory. In the event of any conflict or inconsistency the provisions contained in the main body of the Contract will prevail.

3. RECORDAL

It is recorded that:

3.1 The DWELLING consists of a 5 (FIVE) bedroom dwelling, maximum of 10 (TEN) persons OR an 8 (EIGHT) bedroom dwelling maximum of 16 (SIXTEEN) persons which has been fully fitted and furnished by the OWNER with the items listed in Annexure "C" hereto;

3.2 The OWNER will give occupation of the PREMISES individually to a maximum of 10 (TEN) persons in a 5 (FIVE) bedroom DWELLING or 16 (SIXTEEN) persons in an 8 (EIGHT) bedroom DWELLING who shall jointly occupy the PREMISES with 1 (ONE) or 2 (TWO) persons occupying each of the bedrooms.

3.3 The OWNER has agreed to let the OCCUPANT hire, the PREMISES on the aforesaid basis and on the terms and conditions set out hereunder.

4 **CONTRACT**

4.1 The OWNER lets to the OCCUPANT who takes on hire the PREMISES.

5 **PERIOD**

The period of this contract shall be as per paragraph 1.4 of the SCHEDULE.

6 **FEE PAYABLE**

6.1 The Fee is an Annual Fee which has been structured into a Monthly Fee and is payable whether in residence or not, irrespective the cause.

The Annual Fee recorded in 1.5 of the SCHEDULE shall be paid monthly in advance by the first day of each and every month by the OCCUPANT to the OWNER, without deduction, demand or set off, in the manner prescribed in paragraph 6.2 below. By way of an example, if the occupant is paid on the 15th of each month, they shall pay for the month in advance, i.e. Paid Jan 15, pay Fee for Feb 1.

LATE PAYMENT - Please note that a late payment will attract a R500 administration penalty Plus an interest rate of 20% per annum on the outstanding balance. Interest to be compounded monthly.

*Please note that the Contract is an ANNUAL FIXED FEE CONTRACT

- Admin Fee (Once-off). Payable on completion of Application.
- Refundable Breakages Deposit (Once-off) Payable on completion of Application
- Fee Payable See Payment Policy and Schedule – Annexure "A"

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SHARING ROOM @ R 62,500 PER ANNUM EXCLUDING DEPOSIT AND ADMIN FEE

- DEPOSIT R 6,000 **or VIA PEERDEPOSIT AS A SERVICE**
- ADMIN FEE R 2,000
- PAYABLE PRIOR TO OCCUPATION
  - OPTION A = R 14,250
  - OPTION B = R 18,750

SHARED ROOM MONTH	OPTION A 10 * EQUAL PAYMENTS AMOUNT PAYABLE	OR	OPTION B 1 * DOUBLE PAYMENT PLUS 9 * EQUAL PAYMENTS AMOUNT PAYABLE			OWN FRIDGE / HEATER ADD EXTRA PER MONTH
PERIOD 1	R6,250		R10,750		PAYABLE PRIOR TO OCCUPATION	R300
PERIOD 2	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 3	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 4	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 5	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 6	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 7	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 8	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 9	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 10	R6,250		R5,750		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
	R62,500		**R62,500**			R3,000

**** Own Fridge Supplement per month – R 300**

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SINGLE ROOM @ R 94,750 PER ANNUM EXCLUDING DEPOSIT AND ADMIN FEE

- DEPOSIT R 8,000 or **VIA PEERDEPOSIT AS A SERVICE**
- ADMIN FEE R 2,000
- PAYABLE PRIOR TO OCCUPATION
  - OPTION A = R 19,475
  - OPTION B = R 27,350

SINGLE ROOM MONTH	OPTION A 10 * EQUAL PAYMENTS AMOUNT PAYABLE	OR	OPTION B 1 * DOUBLE PAYMENT PLUS 9 * EQUAL PAYMENTS AMOUNT PAYABLE			OWN FRIDGE ADD EXTRA PER MONTH
PERIOD 1	R9,475		R17,350		PAYABLE PRIOR TO OCCUPATION	R300
PERIOD 2	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 3	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 4	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 5	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 6	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 7	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 8	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 9	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
PERIOD 10	R9,475		R8,600		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH	R300
	R94,750		**R94,750**			R3,000

**** Own Fridge Supplement per month – R 300**

STUDIO APARTMENT @ R 104,750 PER ANNUM EXCLUDING DEPOSIT AND ADMIN FEE

- DEPOSIT R 10,000 **or VIA PEERDEPOSIT AS A SERVICE**
- ADMIN FEE R 2,000
- PAYABLE PRIOR TO OCCUPATION
  - OPTION A = R 22,475
  - OPTION B = R 33,410

STUDIO APARTMENT MONTH	OPTION A 10 * EQUAL PAYMENTS AMOUNT PAYABLE	OR	OPTION B 1 * DOUBLE PAYMENT PLUS 9 * EQUAL PAYMENTS AMOUNT PAYABLE		
PERIOD 1	R10,475		R21,410		PAYABLE PRIOR TO OCCUPATION
PERIOD 2	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 3	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 4	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 5	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 6	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 7	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 8	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 9	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
PERIOD 10	R10,475		R9,260		DUE IN ADVANCE ON OR BEFORE 1ST DAY OF THE MONTH
	R104,750		**R104,750**		

**** Second Person Supplement per month – R 3,500**

6.2 The OCCUPANT shall make payment by means of Electronic Funds Transfer (EFT) into the OWNER'S bank account, the details of which are as follows, namely:

Bank ABSA
Account Holder Property Payment Solutions (Pty) LTD
Branch Corporate and Investment Banking
Account Number 4085417363
Branch Code 632005
Swift Code ABSAZAJJ
Payment Reference: Student Name and Surname 2027 (Example: Zuzi Shandu 2027)

or such other bank account as the OWNER may, from time to time, nominate in writing to the OCCUPANT.

6.3 **PRIVATE ACCOMMODATION, NSFAS AND THIRD-PARTY FUNDING**

6.3.1 The OCCUPANT acknowledges that the OWNER is an independent, privately operated student accommodation provider and that, notwithstanding its accreditation with the National Student Financial Aid Scheme ("NSFAS") or any other bursary or funding institution, accommodation is ordinarily offered on a private, full fee-paying basis.

6.3.2 Unless specifically accepted by the OWNER in writing under a designated NSFAS-funded accommodation arrangement, the OCCUPANT shall be regarded as a privately contracted OCCUPANT and shall remain responsible for the full Annual Fee, Administration Fee, refundable Breakages Deposit and all other lawful amounts payable in terms of this Contract.

6.3.3 An application for, eligibility for, or subsequent approval of NSFAS funding or any other bursary, sponsorship or third-party financial assistance shall not, in itself, constitute an amendment, cancellation, substitution or novation of this Contract, nor automatically entitle the OCCUPANT to a reduction in the contracted Annual Fee or an exemption from any other lawful payment obligation.

6.3.4 Where the OCCUPANT obtains or subsequently becomes eligible for financial assistance from NSFAS or any other funding institution, the OWNER may, where permissible, assist the OCCUPANT in facilitating such funding. Any such assistance shall not, in itself, constitute a guarantee of funding, an undertaking to accept a reduced accommodation fee or a waiver of the OWNER'S lawful contractual rights.

6.3.5 Where third-party funding is lawfully applicable towards the privately contracted Annual Fee, the OCCUPANT and GUARANTOR, where applicable, shall remain responsible for any permissible shortfall between the contracted Annual Fee and the amount funded, together with all other lawful charges payable in terms of this Contract.

6.3.6 Any payments received by the OWNER from NSFAS or another funding institution on behalf of the OCCUPANT shall be allocated to the OCCUPANT'S account upon receipt, verification and confirmation of the applicable payment allocation. Any resulting overpayment shall be reconciled and refunded or otherwise dealt with in accordance with the applicable funding requirements and legislation.

6.3.7 Unless otherwise agreed in writing, the OCCUPANT shall remain bound by the applicable payment dates and obligations contained in this Contract. Pending applications, anticipated funding or delays in third-party funding shall not constitute grounds for withholding or delaying payments lawfully due under a private accommodation arrangement.

6.3.8 Acceptance of the OCCUPANT under a designated NSFAS-funded accommodation arrangement shall be expressly recorded in writing, including the effective date and applicable financial arrangements. Where a binding NSFAS accommodation agreement applies, its mandatory requirements shall prevail to the extent of any inconsistency with the financial provisions of this

Contract. All remaining provisions of this Contract shall continue to apply insofar as they are compatible with such requirements.

6.3.9 No assistance rendered by the OWNER in facilitating third-party funding, nor any indulgence or temporary payment arrangement granted to the OCCUPANT, shall constitute a permanent waiver of the OWNER'S lawful rights under this Contract.

7 **WITHHOLDING OF PAYMENTS**

The OCCUPANT shall not be entitled to withhold or delay payment of any amounts due to the OWNER in terms of this Contract and the OCCUPANT hereby abandons all or any rights of set-off.

8 **CANCELLATION POLICY**

8.1 **PRIOR TO OCCUPATION**

8.1.1 If the OCCUPANT cancels due to institution rejection for study prior to occupation a rejection letter from the institution or university on the institution's letterhead will need to be provided as proof thereof. The Administration fee paid by the OCCUPANT will not be refunded. The deposit will be refunded only if a rejection letter from the institution is provided. A change of mind or personal circumstance is not considered grounds for cancellation.

8.1.2 If the OCCUPANT elects to cancel without providing a rejection letter from the institute of study, the Administration fee and deposit paid by the OCCUPANT will NOT be refunded.

8.2 **CANCELLATION POLICY AFTER OCCUPATION** – The OWNER is setting aside the accommodation specifically for students and cannot change the use thereof during the Contract period.

Therefore:

8.2.1 If the OCCUPANT cancels after having taken occupation, the Administration Fee and Breakages Deposit will NOT be refunded.

8.2.2 In addition, the OCCUPANT shall remain wholly liable for payment of the Monthly Fee for the remaining period of the Contract, unless the OCCUPANT is able to find a suitable replacement tenant, and the OWNER, at their sole discretion, is willing to accept the replacement tenant. In such a case, the OCCUPANT shall be charged no less than three months rental penalty. Where no replacement tenant is found by the OCCUPANT, or where the OWNER is not willing to accept the replacement tenant, whatever the reason, the OCCUPANT shall remain wholly liable for payment of the Monthly Fee for the remaining period of the Contract

9 **USE OF THE PREMISES**

9.1 The OCCUPANT shall use the PREMISES solely and exclusively as a private dwelling and for no other purposes whatsoever.

9.2 The OCCUPANT shall have use of the BEDROOM together with 1 (ONE) other person of the same gender, selected by the OWNER in its sole and absolute discretion.

9.3 The OWNER reserves the right, at any time or for any reason, to select an alternative PREMISES for the OCCUPANT in its sole and absolute discretion.

9.4 The OCCUPANT shall have use of the balance of the DWELLING (excluding the bedrooms), together with the CO-OCCUPANTS. The OCCUPANT undertakes in using the PREMISES to do in accordance with the provisions of this Contract (and, in particular, the House Rules of the PREMISES attached hereto marked Annexure "B").

9.5 The OCCUPANT shall ensure that any visitor of the OCCUPANT, if permitted to the PREMISES, in no way inconveniences, troubles or interferes with the CO-OCCUPANTS or their property and complies with the RULES in every respect. The owner reserves the right to restrict or refuse entry to any visitor, or to all visitors, at his sole discretion and at any time without notice.

10 **OBLIGATIONS OF THE OCCUPANT**

10.1 Prior to the OCCUPANT taking occupation of the PREMISES, the OWNER shall provide the OCCUPANT with an opportunity to conduct a joint inspection of the PREMISES with the OWNER or the OWNER'S authorised representative, for the purpose of identifying any existing defects or damage.

The OWNER may nominate reasonable inspection times having regard to the operational requirements of the student accommodation facility and the OCCUPANT'S anticipated arrival time.

Any defects or damage identified during such inspection shall be recorded in writing and, where applicable, attached to or retained with this Contract.

The OCCUPANT shall also be provided with an entry condition/inspection form and shall record and report any defects or damage identified on taking occupation.

Where the OCCUPANT does not attend or make themselves available for the arranged joint inspection prior to occupation, the OWNER shall retain the entry condition record applicable to the PREMISES, and the OCCUPANT shall be entitled to notify the OWNER promptly in writing of any defect or damage identified on taking occupation.

10.2 Shall, save for the defects listed in 10.1 above (if any) jointly with the CO-OCCUPANTS, keep the PREMISES in good, secure, clean and thoroughly habitable order and condition to the satisfaction of the OWNER and, on termination of this contract, shall restore the PREMISES to the OWNER in the same good order and condition as that in which they were at the commencement of this contract, fair wear and tear only excepted.

10.3 Shall not cede or assign this contract nor sub-let nor permit anyone else (other than the CO-OCCUPANTS) to occupy the PREMISES or any part thereof.

10.4 Shall not, alter or make any alterations to the PREMISES of any nature whatsoever.

10.5 Shall not drive screws or nails into fixtures, fittings, ceilings, walls, doors or floors of the PREMISES nor deface the same.

10.6 Shall not erect any antenna on the roof or walls of the property nor allow any such antenna to protrude from any window of the DWELLING.

10.7 Shall not fix or install fixtures or fittings such as blinds, sunshades, lighting equipment, air conditioning equipment or fitted fans. The OCCUPANT shall furthermore not be allowed to remove such items already installed in the DWELLING.

10.8 Shall hang washing, clothing and carpets only in the area specifically designated on the PREMISES.

10.9 Shall not be entitled to hold any auction sale, meetings or other public gatherings or the like, on the PREMISES;

10.10 Shall not do, nor permit to be done, anything upon the PREMISES, which shall be a breach of the Law including any Statute, Ordinance or Municipal or other by-law affecting the PREMISES.

10.11 Shall be responsible for the making of the bed, and shall keep the bedroom, bathroom and common areas clean and tidy including by cooking cleanly and hygienically and washing pots, pans, crockery and cutlery immediately after use.

10.12 Without derogating from the generality of the provisions of 10.11, shall:-

10.12.1 Comply with all sanitary by-laws affecting the PREMISES, and shall jointly with the CO-OCCUPANTS, keep and maintain all plumbing, sanitary and sewerage equipment and connections in good working order and condition;

10.12.2 Keep and maintain in good order and condition all locks, keys fasteners and conveniences, windowpanes, plate glass, electrical and mechanical installations, doors, partitions, flooring, plastering and finishing's of all descriptions;

10.12.3 Not bring onto the PREMISES any timber or other material, which is infested with any wood boring or destroying or other insect pest of any kind. In the event of the OCCUPANT being in breach of this clause, the OWNER shall be entitled, in addition to, and without prejudice to, any other rights hereunder or at law, to call upon the OCCUPANT forthwith to cause the PREMISES and improvements on the PREMISES to be fumigated and treated for such insect infestation to the satisfaction of any authority on pest control approved by the OWNER, and to restore any part of the PREMISES which may have been infested or damaged.

10.12.4 Not permit the storage of any article on the PREMISES, which may result in the insurance premiums in respect of any insurance of the PREMISES being increased;

10.12.5 Not permit anything to be done which may result in any insurance policy held by the OWNER for the time being in respect of the PREMISES being rendered void or voidable.

10.13 Undertakes and shall be obliged, with effect from the date of commencement of the contract, to abide by RULES, which the OCCUPANT acknowledges he has read and understood. The OCCUPANT shall ensure that his visitors to the PREMISES, in every respect, comply with the provisions of this contract and the RULES and any damage caused to the PREMISES or the ESTATE, by any of the OCCUPANT'S visitors, shall be deemed to be the actions of the OCCUPANT for the purposes of this Contract;

10.14 Shall not allow any animals, reptiles, fish or other pets on the PREMISES and;

10.15 Shall inform the OWNER in writing immediately the OCCUPANT becomes aware that she is pregnant and in such instances this contract shall terminate at the end of the calendar month in which the OCCUPANT is five months pregnant (the OCCUPANT acknowledging and agreeing that the accommodation provided in terms of the contract, and in particular, in light of the fact that the BEDROOM is to be shared with another person, is not suitable for a person in an advanced stage of pregnancy).

11 OWNER'S RIGHTS AND OBLIGATIONS

The OWNER

11.1 And his agents shall be entitled to enter upon the PREMISES at all reasonable times for the purpose of inspecting the PREMISES or showing the PREMISES to any prospective OCCUPANT.

11.2 And his workmen, caretaker or agents shall be entitled, at all reasonable times, to enter into or upon the PREMISES to do and carry on any work that may be required to be done to the PREMISES and to make improvements thereto without hindrance or interference on the part of the OCCUPANT, and the OCCUPANT shall not be entitled to claim any reduction or remission of monthly fee by reason of the exercise by the OWNER of his rights hereunder.

11.3 Shall keep and maintain the exterior of the PREMISES in good order and condition; shall have the PREMISES serviced daily which service shall consist of only sweeping of the common living room floors, cleaning of windows and emptying of bins, however, which shall specifically exclude the washing of dishes, making of beds, cleaning of bedrooms and bathrooms.

11.4 The Landlord, the Landlord's agents, employees, contractors, workmen, caretakers or other authorised representatives shall be entitled to enter the premises, at reasonable times and where reasonably necessary, for purposes including maintenance, repairs, cleaning, inspections, pest control, emergency works and/or any other work reasonably required by the Landlord.

The Tenant shall not unreasonably refuse, obstruct or restrict such access and shall provide the necessary cooperation to enable the Landlord or its authorised representatives to carry out the required work.

Where access is prevented, refused or restricted by the Tenant for any reason, the Landlord reserves the right to arrange access and/or return to the premises at a later time and date convenient to the Landlord, subject to any applicable notice requirements and the Tenant's rights in terms of applicable law.

12 DESTRUCTION OR DAMAGE TO PREMISES

12.1 Should the PREMISES be destroyed or damaged, through no fault of the OCCUPANT, to any extent which renders the PREMISES substantially untenantable, either party shall have the right within 14 (fourteen) days of the occurrence of the event causing such destruction or damage to declare this Contract cancelled, in which event the OCCUPANT shall have no claim of whatever nature against the OWNER as a result of such destruction, damage, cancellation or termination.

12.2 Should a dispute arise between the OWNER and the OCCUPANT in respect of any matter arising out of 12.1 including any dispute as to any interpretation or application of 12.1, then such dispute shall be settled by the OWNER's attorney or architect, acting as an expert and not as an arbitrator, whose decision shall be final and binding on both parties.

13 BREACH

Should the OCCUPANT fail to make payment of any amount due in terms of this Contract or commit any breach of any of the terms and conditions of this Contract and fail to remedy such breach within 7 (seven) days of the posting of written notice to do so, the OWNER shall have the right to cancel this Contract forthwith without notice to the OCCUPANT and without prejudice to the OWNER's claim for the arrear fee, damages or otherwise and further without prejudice to the OWNER's rights to enforce specific performance or fulfilment of any of the terms and conditions of this Contract which may have

been breached by the OCCUPANT or otherwise and the OWNER shall have the right to take whatever action may be necessary for the immediate ejectment of the OCCUPANT from the said PREMISES, without prejudice to the OWNER's rights to claim any monthly fee already due and such further damages as the OWNER may sustain or may have sustained by the reason of the OCCUPANT's breach of the terms and conditions of the contract, including any legal charges or whatever nature in connection therewith.

14 **HOLDING OVER**

In the event of the OWNER cancelling this contract and the OCCUPANT disputing the OWNER's right to do so and remaining in occupation of the PREMISES, the OCCUPANT shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the OWNER an amount equivalent to the monthly fee and other sums payable hereunder on the date or dates on which such sums would have been due but for the cancellation, and the OWNER shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the OWNER's cancellation. Should the dispute be determined in favour of the OWNER, the payments made and received in terms of this clause shall be deemed to be amounts paid by the OCCUPANT on account of damages suffered by the OWNER by reason of the cancellation of the contract and/or unlawful holding over by the OCCUPANT.

15 **DOMICILIUM**

15.1 Any notice to be given by either party to the other in terms of or for the purposes of this Contract shall be in writing and shall be delivered or sent by prepaid registered post and addressed:-

15.1.1 To the OCCUPANT at the PREMISES

15.1.2 To the OWNER at the address referred to at the heading of this Contract or such other address as the OWNER may from time to time notify the OCCUPANT in writing which addresses the OCCUPANT and the OWNER choose as their respective domicilia citandi et executandi.

15.2 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only if in writing.

15.3 Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis a vis that party to another physical address in the Republic of South Africa, provided that the change shall become effective vis a vis that address on the 7th business day from the deemed receipt of the notice by the addressee.

15.4 Any notice to a party.

15.4.1 Sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved); or

15.4.2 Delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.

15.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen domicilium citandi et executandi.

16 **DEPOSIT**

16.1 The OCCUPANT shall, on signing hereof, pay the deposit stipulated in clause 1.6 of the SCHEDULE to the OWNER. The OWNER shall have right to apply the whole or any portion of the deposit towards payment of any liability of whatsoever nature for which the OCCUPANT is responsible. If the whole or any portion of the deposit is so applied, the OWNER shall notify the OCCUPANT in writing and the OCCUPANT shall immediately reinstate the deposit to its original amount.

16.2 The deposit shall be invested by the OWNER in an interest-bearing account with a financial institution and the OWNER shall, subject to the proviso set out hereunder, pay the OCCUPANT interest at the rate applicable to such account which interest shall not be less than the rate applicable to a savings account with a financial institution. The OCCUPANT may, during the period of the contract, request the OWNER to provide him with written proof in respect of interest accrued on such deposit.

16.3 Within three (3) days prior to the expiry of this Contract, the OWNER shall request the OCCUPANT to make himself/herself available at a mutually convenient time for a joint inspection of the PREMISES for the purpose of determining whether any damage, other than fair wear and tear, occurred during the OCCUPANT'S occupation.

16.4 The joint inspection may be conducted by the OWNER or any duly authorised representative of the OWNER, including a residence manager, staff member, caretaker or other authorised person.

16.5 If the OCCUPANT fails to respond to the OWNER'S request for an outgoing inspection, fails to make himself/herself reasonably available, or vacates without participating in the arranged inspection, the OWNER shall, after expiry of the Contract, inspect the PREMISES within seven (7) days in accordance with the Rental Housing Act.

16.6 Where the inspection identifies damage for which the OCCUPANT is lawfully responsible, the OWNER may apply the deposit and accrued interest towards the reasonable cost of repairing such damage,

replacing lost keys, remotes or access devices, and any other amounts lawfully due by the OCCUPANT under this Contract. Relevant receipts or supporting documentation relating to such deductions shall be made available to the OCCUPANT for inspection on request.

16.7 If the OWNER fails to conduct the outgoing inspection in the presence of the OCCUPANT where the OCCUPANT has made himself/herself available for such inspection as contemplated above, the consequences prescribed by the Rental Housing Act shall apply.

16.8 The OCCUPANT shall return all keys, remotes, tags and access devices and shall provide the OWNER with the banking and other information reasonably required to process any refund of the deposit. Any balance of the deposit and accrued interest shall be refunded within the period prescribed by applicable law.

16.9 If the OCCUPANT vacates the PREMISES before the expiry of this Contract without notice to the OWNER, the OWNER may inspect the PREMISES as soon as reasonably practicable after becoming aware that the OCCUPANT has vacated, without prejudice to any rights the OWNER may have arising from the OCCUPANT'S breach of this Contract.

17 DISCLAIMER OF RESPONSIBILITY

Notwithstanding anything to the contrary in this Contract contained:

17.1 The OWNER shall not under any circumstances be liable for any damage to or loss of any property to whomsoever it may belong which is upon the PREMISES or any injury to any person who might at any time be upon the PREMISES and the OCCUPANT hereby accepts responsibility for and indemnifies the OWNER and his employees or agents against any claim by any person in respect of any such damage, loss or injury.

17.2 The OCCUPANT hereby acknowledges that the OCCUPANT shall not under any circumstances have any claim or right of action whatsoever against the OWNER for damages, loss or otherwise, nor be entitled to withhold or defer payment of the fee by reason of the PREMISES being in defective condition or falling into disrepair.

18 RATES, TAXES AND LEVIES

The OWNER shall be responsible for the payment of rates in respect of the PREMISES to the eThekwini Municipality and the payment of the levy to the ASSOCIATION, for the duration of this contract.

19 **UTILITIES AND SERVICES**

19.1 It is recorded that the water supply and electricity supply to the PREMISES, shall be for the account of the OWNER

19.2 The OWNER shall be liable for payment of any charges in respect of the PREMISES made by the eThekwini Municipality for the removal of refuse and waste and for the cost of water consumed in respect of the PREMISES.

19.3 Notwithstanding the aforesaid, the OCCUPANT shall ensure that his water and electricity usage on the PREMISES is at all times reasonable and does not become excessive. If above average monthly usage, when compared to other similar PREMISES, is recorded, whether water or electricity, the OWNER shall have the right to levy a charge to cover the additional usage cost. Alternatively, the OWNER may require the OCCUPANT to top-up the service directly.

19.4 The OWNER shall provide 100GB data per month, cleaning of the PREMISES, 24-hour Security with biometric access, Study area, Entertainment area, all of which shall be for the cost of the OWNER

19.5 Any OCCUPANT using his own fridge will be liable for an addition R300 supplement per month. This is due to the extremely high cost of electricity and the need to preserve energy where possible.

20 **MEMBERSHIP OF WESTWOOD ESTATE HOMEOWNERS' ASSOCIATION (RF) NPC**

It is hereby recorded that the OWNER is a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION's Memorandum of Incorporation and the OCCUPANT and all persons deriving use of the ESTATE or any part thereof through him will, from the date of commencement of this contract, duly comply with all the obligations imposed upon members under the ASSOCIATION's memorandum of Incorporation.

21 **WHOLE CONTRACT**

21.1 This Contract constitutes the entire contract between the parties and the OCCUPANT acknowledges that the OCCUPANT has not relied upon any verbal representations or warranties made or given to the OCCUPANT by the OWNER or any of his agents, save insofar as such warranties or representations are set out herein.

21.2 No amendment, additions to, variation or consensual cancellation of this Contract shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

22 **INDULGENCES**

It is agreed that any indulgences shown, extension given or right waived whether relating to the payment of the monthly fee or any other matter or thing hereunder shall in no way operate as an estoppel against the OWNER, or in any way limit his rights hereunder or modify or alter the same, and the OWNER shall be entitled at any time to exercise his rights hereunder as though no indulgence was shown, extension given or right waived.

23 COSTS

23.1 Each party shall bear its own costs incurred in connection with the preparation of this contract.

23.2 The OCCUPANT shall pay to the OWNER interest on any overdue amount, including, but in no way limited to overdue monthly fee, at a rate of 20% (TWENTY PERCENTAGE POINTS), calculated from the due date of payment of such amount to the actual date of payment thereof, both days inclusive. Interest will be compounded monthly.

23.3 If the OCCUPANT fails to make payment by the 1st of the month the OWNER shall be entitled to invoice a late payment fee of R500 administration penalty and interest at 20% per annum on the outstanding balance for each late payment incident. Interest will be compounded monthly.

23.4 If the OCCUPANT should breach any terms of this Contract and the OWNER consults an attorney in regard thereto, all costs (including collection commission) of such attorney, on the attorney and own client scale, shall be refunded to the OWNER by the OCCUPANT irrespective of whether or not an action is instituted, or an application made.

23.5 No agreement shall be entered into between the OWNER and OCCUPANT for a payment later than the 1st day of each month as per Clause 23.3.

24 **CONSUMER PROTECTION ACT**

Should the OCCUPANT have a right to cancel this contract, in terms of Section 14(2)(b)(i)(BB) of the Consumer Protection Act 68 of 2008 (hereinafter referred to as "the CPA"), and should the OCCUPANT exercise such right to cancel the contract prior to the expiry of same as envisaged in paragraph 1.3 of the SCHEDULE, then in that event, the OCCUPANT shall:

24.1 Be liable for all amounts due by the OCCUPANT to the OWNER, in terms of this contract, up to the date of such cancellation, which amount shall be paid by the OCCUPANT to the OWNER, without deduction set off to demand, on the date that the OCCUPANT so cancels the contract as aforesaid and

24.2 In addition, be liable to pay the OWNER a cancellation penalty (as envisaged in section 14(3)(b)(i) of the CPA), in an amount equal to the loss actually and reasonably incurred by the OWNER as a consequence of the aforesaid early cancellation of the contract by the OCCUPANT, provided that the OWNER shall make every reasonable effort to mitigate and minimise such loss (including, but in no way limited to, utilising its best endeavours to re-let the PREMISES as soon as possible in the circumstances). In no way detracting from the generality of the aforesaid, the loss suffered by the OWNER, shall include, inter alia,

24.3 An amount equal to the difference between the monthly fee(and other amounts) the OWNER was entitled to receive terms of the contract, had the OCCUPANT not cancelled same aforesaid, from the date of such cancellation by the OCCUPANT to the date of the expiry of the contract in terms of paragraph 1.3 of the SCHEDULE (hereinafter referred to as the "Effective Period") and the amount of monthly fee and such other amounts, actually received by the OWNER during the Effective Period. It is recorded that the aforesaid amount will include, inter alia, the following, namely:

24.3.1 The monthly fee for the period that the PREMISES remain vacant during the effective period;

24.3.2 Should the OWNER re-hire the PREMISES for a monthly fee lower than that referred to in paragraph 1.4 of the SCHEDULE, the difference between such monthly fees for the Effective Period and;

24.3.3 Other amounts that the OWNER is entitled to receive payment of in terms of this contract (e.g. levies, rates and municipal charges in respect of the PREMISES), which he is unable to recover and;

24.4 All wasted costs reasonably incurred by the OWNER in re-letting the PREMISES to a third party (which costs will include, inter alia, the costs of drafting and executing a new Contract, letting agents commission, costs of repainting and cleaning the PREMISES);

24.5 Interest on the aforesaid amounts from the date that such amounts became payable or were incurred by the owner until the amount in question is refunded by the OCCUPANT to the OWNER (both days inclusive) at a rate equal to the rate referred to in paragraph 23.2.

25. PROTECTION OF RIGHTS

25.1 If the OCCUPANT fails to comply with any obligations imposed upon it by this Contract, the OWNER shall, without prejudice to any other rights it may have, be entitled, but not obliged, to effect such compliance at the expense of the OCCUPANT and to recover the costs and expense of doing so from the OCCUPANT.

25.2 The OCCUPANT shall have no claim against the OWNER in defence of any claim by the OWNER arising out of any act or admission on the part of the OWNER connected with effecting or attempting to effect such compliance or, even if the OWNER has undertaken to effect such compliance, the OWNER failing to do so properly or at all.

25.3 Should the OCCUPANT be involved in a violent act or cause physical harm, the OWNER has the right to expel the OCCUPANT with immediate effect. The deposit and any monthly fee paid will be forfeited and the OCCUPANT will be required to vacate the premises immediately.

26 HEALTH REGULATIONS

Where health regulations are in force due to any illness, pandemic or any other health related disease, the OCCUPANT is obliged to follow them to the fullest. Should the OCCUPANT fail to follow, or obey, the regulations, the OWNER has the right to expel the OCCUPANT with immediate effect. The deposit and any monthly fee paid will be forfeited and the OCCUPANT will be required to vacate the premises immediately.

27 STORAGE AND BELONGINGS

Westwood Lodge DOES NOT provide storage facilities. ALL items are to be removed by the OCCUPANT on expiry of the termination period. It is the sole responsibility of the OCCUPANT to pack and remove his own items and any items left behind will be disposed by the Owner at his sole discretion. Any claims for items disposed of by the Owner will not be entertained.

28. HYGIENE, CLEANLINESS AND PEST PREVENTION

OCCUPANTS are required to keep their rooms and all communal areas clean, hygienic and free from food waste at all times.

Food must be stored in sealed containers, spills and crumbs must be cleaned up promptly, and rubbish must be disposed of regularly in the designated bins.

OCCUPANTS must take reasonable preventative measures to avoid attracting or encouraging insects and pests, including ants, cockroaches, weevils and other insects or critters. Food should not be left open or unattended, dirty dishes should not be left, and cupboards and food-storage areas must be kept clean.
Any signs of an insect or pest problem must be reported to Management as soon as reasonably possible so that appropriate treatment can be arranged. Where an infestation is caused or materially

contributed to by poor hygiene, improper food storage or failure to maintain reasonable cleanliness, the resident responsible may be liable for the cost of the necessary pest-control treatment.

29. **PROPERTY CONDITION DISCLOSURE**

The OWNER has completed a Mandatory Property Condition Disclosure in respect of the Westwood Lodge accommodation properties operated by the OWNER.
The current disclosure forms part of this Contract and is incorporated herein by reference. A copy may be viewed and downloaded at: https://www.westwoodlodge.co.za/documents

By signing this Contract, the OCCUPANT acknowledges that the disclosure has been brought to his/her attention, that he/she has been provided with electronic access to it prior to occupation, and that it forms an integral part of this Contract.

The disclosure applies to the accommodation properties listed therein, including the DWELLING subsequently allocated to the OCCUPANT in accordance with clause 1.3 of this Contract.

The OCCUPANT shall additionally complete the OWNER'S entry inspection/condition process on occupation and notify the OWNER of any defect, damage or maintenance issue identified in the allocated bedroom or dwelling.

If the OCCUPANT is subsequently relocated to another Westwood Lodge dwelling in accordance with this Contract, the disclosure applicable to the Westwood Lodge accommodation portfolio shall continue to apply, together with the entry condition documentation applicable to the replacement accommodation.

SIGNED by the OWNER at _____ on the _____day of _____ 20____

AS WITNESSES:

1. _____

WITNESS

2. _____ _____

WITNESS **OWNER**

SIGNED by the OCCUPANT at _____ on _____day of _____ 20___

AS WITNESSES

1. _____ **_____**

WITNESS **GUARDIAN**

2. _____ **_____**

WITNESS **OCCUPANT**

GUARANTEE AND SURETYSHIP

……..

(Full names)

of . . ……..

(**Full address**)

hereby consent to the conclusion of this Contract and guarantee and bind myself as surety for and co-principal debtor in solidum with the OCCUPANT to the OWNER for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the OCCUPANT to the OWNER pursuant to this Contract. I expressly renounce the benefits of the exceptions, revisions of accounts, no value received, and, where applicable, **de duobus vel pluribus reis debendi**, (i.e. the right of a co-debtor to claim that all the other co-debtors be joined in any action, each for her/his proportionate share of the debt in question), **ordinis seu excussionis** (i.e. that co-principal debtors shall first be excused) and **beneficium divisionis** i.e. (that there shall be a division of the debt between co-principal debtors), and I acknowledge I am fully acquainted with the contents of these exceptions and the effects of the renunciation thereof. No variation or amendment or novation of the Contract shall prejudice the suretyship obligation hereby undertaken, the object being that I shall, at all times, be liable as surety and co-principal debtor even if the Contract is varied or amended or novated and even if the OCCUPANT is granted an indulgence by the OWNER.

Signed by the GUARANTOR at _____on this _____ day of _____ 20____

_____

Guarantor

AS WITNESSES:

1. _____ Name: ……..

2. _____ Name: ……..