

# **AGREEMENT OF LEASE**

entered into by and between

# CANON CAVE PROPERTIES (PTY) LTD t/a 27CLUVER

Registration number: 2014/268304/07

("the Lessor")

	and		
Full name:			
Identity Number:			
Cell number:			
Email address:			
("the Lessee")			



# 1. IMPORTANT NOTICE FOR THE LESSEE

- 1.1 There are terms in this lease that:
  - a) Limit the risk and liability of the Lessor;
  - b) Provide for the Lessee to accept risk or liability;
  - Impose an obligation on the Lessee not to hold the Lessor or any other person liable for damage to personal property;
  - d) Is an acknowledgement of fact by the Lessee.

these terms should be expressly noted by you and you should seek explanations if you do not fully understand them.

## 2. INTERPRETATION

- 2.1 In this lease, except in a context indicating that some other meaning is intended,
  - 2.1.1 "the Buildings" means the buildings situated on the Property;
  - 2.1.2 "day" means any day of the week, excluding Saturdays, Sundays and public holidays;
  - 2.1.3 "the Lease Period" means the period for which this lease subsists, including any period for which it is renewed;
  - 2.1.4 "month" means a calendar month;
  - 2.1.5 "the Property" means the Lessee's designated room (according to Schedule 1 attached hereto) in 27 Cluver Street, Stellenbosch, together with the Shared Areas and all other improvements to or upon the Property;
  - 2.1.6 "the Rent" means the rental payable by the Lessee to the Lessor for the hire of the Property;
  - 2.1.7 "Shared Areas" means those areas of the premises to which the Lessee is entitled to non-exclusive use for the duration of the lease;
  - 2.1.8 references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent;
  - 2.1.9 expressions in the singular also denote the plural, and vice versa;



- 2.1.10 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 2.1.11 pronouns of any gender include the corresponding pronouns of the other genders.
- 2.2 Any provision of this lease imposing a restraint, prohibition, or restriction on the Lessee shall be so construed that the Lessee is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition, or restriction is observed by everybody occupying or entering the Property or any part thereof through, under, by arrangement with, or at the invitation of, the Lessee, including (without limiting the generality of this provision) the family, guests and servants of the Lessee.
- 2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 2.4 If a particular number of days is referred to in this agreement, such number of days shall be reckoned exclusively of the day on which the event occurs from which the number of days is to be reckoned and inclusively of the last day of the number of days which is specified.

# 3. LETTING AND HIRING

The Lessor lets and the Lessee hires the Property on the terms and conditions of this lease, including the various Schedules thereto (specifically including the online application form).

## 4. DURATION

This lease shall subsist for the period referred to in Schedule 1.

## 5. RENT

- 5.1 The Rent shall be the amount referred to in Schedule 1 and will be due in advance according to the payment option selected.
- 5.2 A late payment penalty of R500.00 will be charged to the Lessee's account for each month in which payment of the Rent is late.
- 5.3 Outstanding Rent payments will attract interest at the prime lending rate of First National Bank plus 3% (three percent) per annum, calculated from the date on which payment became due until the date on which payment is made in full (including penalties and interest).



## 6. ADDITIONAL CHARGES

- 6.1 The Lessee will be liable for a once-off application fee of R500.00, which fee will be due and payable upon completion of the Lessee's application form.
- The Lessee will be liable for a once-off administration fee of R1 000.00, which fee will be due and payable upon acceptance of the Lessee's application.
- 6.3 Neither the application fee nor the administration fee is refundable
- In the event that the Lessee wishes to change rooms during the subsistence of the lease agreement, a once-off administration fee of R500 will be charged to the Lessee's account. Changing rooms will be subject to a suitable alternative being available.

## 7. PAYMENTS

7.1 All payments due by the Lessee to the Lessor under this lease shall be made, free of bank charges, into the account of

Name: Canon Cave Properties (Pty) Ltd

Bank: First National Bank

Branch Code: 210917

Account Number: 62728020421

Reference: Please use the reference as per your invoice

Payment will be made using an Electronic Funds Transfer.

7.2 The Lessee shall not withhold, defer, set-off or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

# 8. DEPOSIT

- 8.1 On signature of this lease the Lessee shall pay the Lessor a deposit of R10 000.00, which amount the Lessor may apply, in whole or part, in meeting any payment due by the Lessee to the Lessor at any time during the Lease Period or after the termination of this lease.
- 8.2 Whenever during the Lease Period the deposit is so applied in whole or part, the Lessee shall on demand reinstate the deposit to its original amount.



- 8.3 Within 20 business days of all the obligations of the Lessee to the Lessor having been discharged following the termination of this lease, the Lessor shall refund to the Lessee so much of the deposit as has not been applied in terms of the above provisions.
- 8.4 The deposit paid by the Lessee will bear no interest.

#### 9. INSURANCE

- 9.1 The Lessee shall not keep or do in or about the Property anything such as is liable to enhance any of the risks against which the Buildings or the Lessor's Equipment may be insured to the extent that the insurance of the Buildings or the Lessor's Equipment is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 9.2 Without prejudice to any other right of action or remedy which the Lessor may have arising out of a breach of the aforegoing provision, the Lessor may recover from the Lessee on demand the full amount of any increase in insurance premiums attributable to such breach.
- 9.3 The Lessee shall be responsible for effecting, in their own name, a household comprehensive insurance policy or any other applicable insurance policy to cover its personal effects upon the Property and/or premises and shall be responsible for payment of the premiums in respect thereof.
- 9.4 It is specifically agreed that the Lessor will not be responsible for any consequential damages suffered by the Lessee in respect of fire damage, water damage, and/or theft, for which damages the Lessee will have to effect their own insurance at their own cost.

## 10. ASSIGNMENT AND SUBLETTING

- 10.1 The Lessee shall not, except with the prior written consent of the Lessor:
  - 10.1.1 cede or assign all or any of the rights and obligations of the Lessee under this lease;
  - 10.1.2 sublet the Property in whole or part;
  - 10.1.3 give up possession of the Property to any third party;



- 10.1.4 sublet or give up possession of all or any of the Lessor's Equipment.
- 10.2 The Property will be occupied by the Lessee only. Permission is required from the Lessor, in advance, for any guests to stay over for more than 2 (two) nights in any month. Any guests of the Lessee will comply with all the Lessee's responsibilities and obligations and shall be on the Property at the sole responsibility of the Lessee.
- 10.3 The Lessor will be entitled to cede its rights and delegate its responsibilities in terms of this lease agreement to any other person, and the Lessee hereby irrevocably consents thereto.

#### 11. SUNDRY DUTIES OF THE LESSEE

The Lessee shall

- 11.1 keep the Property and all parts thereof clean, tidy, and habitable;
- 11.2 not use the Property or allow it to be used, in whole or part, for any purpose other than that of a private dwelling;
- 11.3 take all reasonable measures to protect the Property, all parts thereof, from abuse, damage, destruction, and theft;
- 11.4 not bring onto the Property any article which, by reason of its weight or other characteristics, is liable to cause damage to any of the Buildings or the Property;
- 11.5 not contravene any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property:
- 11.6 not cause or commit any nuisance on the Property or cause any annoyance or discomfort to neighbours, other tenants or the public;
- 11.7 not leave refuse or allow it to accumulate in or about the Property except in adequate refuse bins suitably placed;
- 11.8 refrain from interfering with the electrical, plumbing, or gas installations or systems serving the Property, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease;



- 11.9 not keep any live animals or birds on the premises except with the prior written consent of the Lessor;
- 11.10 not do or display anything which causes the Property to appear unsightly;
- 11.11 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Property;
- 11.12 provide at the Lessee's own expense all electric, fluorescent, and incandescent light bulbs required on the Property;
- 11.13 Keep the Shared Areas clean, tidy and in a neat condition after being used by the Lessee;
- 11.14 Remove washing from the washing machine and tumble dryer as soon as possible so as to allow space for others' washing:
- 11.15 provide at the Lessee's own expense a waterproof mattress protector and use same at all times during the subsistence of the lease period.

# 12. MAINTENANCE AND REPAIRS

- 12.1 The Lessee shall at his own expense and without recourse to the Lessor
  - 12.1.1 throughout the Lease Period maintain in good order and condition the interiors of the Property, including all windows, floor coverings, fixtures, fittings, furnishings, and doors:
  - 12.1.2 promptly repair or make good all damage occurring in or to the interior of the Property from time to time during the Lease Period, whatever the cause of such damage, and including damage to or to any window or door, and replace all the same (as well as any keys) which have been broken, lost or destroyed (again regardless of cause);
  - 12.1.3 take good and proper care of the Shared Areas and use them for the purposes provided.
  - 12.1.4 on the termination of this lease, howsoever and whenever it terminates, return to the Lessor in good order, condition and repair, fair wear and tear excepted



- 12.1.4.1 the Property and all parts thereof, together with the fittings, fixtures, and all keys; and
- 12.2 If the Lessee notifies the Lessor in writing within 7 (seven) days after having taken possession of the Property of the need for any repairs to or in the Property or of the fact that any part of the Property or the Buildings, including any lock, key, door or window, or any other improvement on or to the Property is damaged, missing, or out of order, the Lessor shall take notice of such need but shall not be obligated to repair the premises or the items concerned. If or in so far as the Lessee does not give such notice, the Lessee shall be deemed to have acknowledged that the Property, the Buildings, all parts thereof, and all items thereof, were intact, in place, and in good order, condition and repair when the Lessee took possession of the Property under this lease.
- 12.3 The Lessor shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the Building, and the Lessor's obligations in this respect shall include the maintenance and repair of the structure of the Buildings, and all systems, works and installations contained therein, and in particular the burglar alarm or security system.
- 12.4 The Lessor shall not, however, be in breach of clause 12.3 in so far as any of his obligations thereunder are not or cannot be fulfilled by reason of any *vis maior* or the acts or omissions of others over whom the Lessor has no direct authority or control, and where the Lessor is indeed in breach of clause 12.3, the Lessee's only remedy against the Lessor shall be a right of action for specific performance.
- 12.5 Should the Lessee fail to carry out any of its obligations under this lease with regard to any maintenance, repair, or replacement, the Lessor shall be entitled, without prejudice to any of its other rights or remedies, to effect the required item of maintenance, repair, or replacement and to recover the cost thereof from the Lessee on demand.

# 13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- 13.1 The Lessee shall not make any alterations or additions to any of the Buildings, the Property, any part thereof, or any item of the Lessor's Equipment without the Lessor's prior written consent, but the Lessor shall not withhold its consent unreasonably to any such alteration or addition which is of a minor nature and not structural.
- 13.2 If the Lessee does alter, add to, or improve the Property in any way, whether in breach of clause 13.1 or not, the Lessee shall, if so required in writing by the Lessor, restore the



Property on the termination of this lease to its condition as it was prior to such alteration, addition or improvement having been made. The Lessor's requirement in this regard may be communicated to the Lessee at any time, but not later than the 10 days after the Lessee has delivered up the Property pursuant to the termination of this lease; and this clause 13.2 shall not be construed as excluding any other or further remedy which the Lessor may have in consequence of a breach by the Lessee of clause 13.1.

13.3 Save for any improvement which is removed from the Property as required by the Lessor in terms of clause 13.2, all improvements made on or to the Property shall belong to the Lessor and may not be removed from the Property at any time. The Lessee shall not, whatever the circumstances, have any claim against the Lessor for compensation for any improvement or repair to the Property or the Lessor's Equipment, nor shall the Lessee have a right of retention in respect of any improvements.

#### 14. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 14.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of
  - 14.1.1 a breach by the Lessor of any of its obligations under this lease;
  - 14.1.2 any act or omission of the Lessor or any agent or servant of or contractor to the Lessor, whether or not negligent or otherwise actionable at law, and including (without limiting the generality of the aforegoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or commissionaire;
  - 14.1.3 the condition or state of repair at any time of the Property, the Buildings, or any part of the Property or the Buildings;
  - 14.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, or any other amenity or service to the Property or any of the Buildings, whatever the cause;
  - 14.1.5 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Property or any part thereof or any of the Buildings, and including (but without limiting the generality of the aforegoing) any geyser, access gate, boiler, burglar alarm, or security installation or system (again regardless of cause);



- 14.1.6 any interruption of or interference with the enjoyment or beneficial occupation of the Property caused by any building operations or other works on or about the Property, whether carried out by the Lessor or by anybody else; or
- 14.1.7 any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the Property or any of the Buildings, whether or not the Lessor could otherwise have been held liable for such occurrence or failure, and the Lessee indemnifies the Lessor against all liability to members of the Lessee's household, the Lessee's servants, guests and other invitees, and all other persons who may occupy or be entitled to occupy the Property or any parts thereof through or under the Lessee, in consequence of any such matter as is referred to in clauses 14.1.1 to 14.1.7 above.
- 14.2 The Lessor shall not, however, be excused from specific performance of any of his obligations under this lease, whether express or implied, and particularly (but not only) his obligations to afford the Lessee occupation and enjoyment of the Property as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor on demand.
- 14.3 The Lessee shall be liable and responsible for any loss, liability, damage, expense, illness, injury or death and any claims in respect thereof caused by or as a result of negligence (whether by way of an act or omission) on the part of the Lessee:
  - 14.3.1 to any employees, agents or any other representative of the Lessor whilst present in or around the Property, Building or premises; and
  - 14.3.2 to the Lessor in respect of any direct, incidental, special, indirect or consequential loss or damages of whatever nature caused by any employees, agent, guest, or any other representative of the Lessee while present in or around the Property, Buildings or premises.

# 15. LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

The Lessor's representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee or any



other occupier of the Property or any part thereof, enter the Property or any of the Buildings in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the bona fide interests of the Lessor or the Lessee; but the Lessor shall ensure that this right is exercised with due regard for and a minimum of interference with the beneficial enjoyment of the Property by those in occupation thereof.

#### 16. DUTIES OF LESSOR

- 16.1 The Lessor will furnish the Lessee, if requested by the Lessee, with a written receipt of all payments received by the Lessor from the Lessee. Such receipt will be dated and clearly indicate the Property in respect of which payment is made, the reason for payment, and the period for which the payment has been made.
- 16.2 The Lessee and Lessor will jointly inspect the Property in order to ascertain the existence of any defects or damage thereto. Such inspections will be conducted within 7 (seven) days after the Commencement Date and again within 7 (seven) days prior to the Termination Date.
- 16.3 Upon the termination of the lease, the Lessor may apply the deposit towards the payment of all amounts for which the Lessee is liable under this lease, including arrears rental, charges, and the reasonable cost of repairing damage to the premises that was sustained during the lease period, as well as the cost of replacing lost keys and gate security remotes.
- 16.4 Should no amounts be due to the Lessor in terms of the lease, or otherwise, the deposit must be refunded to the Lessee within 20 (twenty) business days after the restoration of the Property to the Lessor.
- 16.5 Should the Lessee fail to respond to the Lessor's request for an outgoing inspection, the Lessor will be entitled, upon termination of the lease, to unilaterally inspect the Property in order to assess any damage or loss incurred during the Lessee's tenancy. The Lessor's assessment shall be final and binding on the Lessee.

# 17. SECURITY

17.1 The Lessee shall at all material times comply with such reasonable requests as are from time to time made in writing by or on behalf of the Lessor for observance by the Lessee and other occupiers of the Property and their invitees, including (without generality being limited) rules and regulations in connection with the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted).



- 17.2 Whilst the Lessor shall at all times be liable for the maintenance and repair of the burglar alarm or security system on the Property, the Lessee shall take all reasonable measures to prevent the system from being abused, damaged, or rendered inoperative, and shall promptly report to the Lessor or its agent
  - 17.2.1 any breakdown in the system; and
  - 17.2.2 any burglary, housebreaking, trespass, or other crime, whether actual or attempted, occurring on or in connection with the Property.
- 17.3 Clause 17.1 shall not be construed as implying that the Lessor assumes any liability which it would not otherwise have had in connection with the subject matter of any rule or regulation referred to therein.

#### 18. COMMUNITY GUIDELINES

18.1 A copy of the 27Cluver Community Guidelines is attached hereto as Schedule 2 and forms part of the material terms of this Lease. As such, a breach of the 27Cluver Community Guidelines will constitute a breach of this Lease.

#### 19. DAMAGE TO OR DESTRUCTION OF PREMISES

- 19.1 If the main residential Building on the Property is destroyed or so damaged that it can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree in writing otherwise.
- 19.2 If such Building or any other Building on the Property is significantly damaged but can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay.
- 19.3 The Lessee shall have no claim against the Lessor for any damage to any of the Buildings or the destruction thereof as a result of an act or omission for which the Lessor is responsible.
- 19.4 If any damage to any of the Buildings or the destruction thereof is caused by an act or omission for which the Lessee is responsible in terms of this lease or in law, the Lessor shall not be precluded by reason of any of the aforegoing provisions of this clause 19 from exercising or pursuing any alternative or additional right of action or remedy available to it under the circumstances.



## 20. SPECIAL REMEDY FOR BREACH

- 20.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 20 (twenty) business days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances and without further notice, to cancel this lease with immediate effect, be repossessed of the Property, and recover from the Lessee damages for the default or breach.
- 20.2 Clause 20.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this lease.
- 20.3 In the event of the Lessor having cancelled this lease justifiably but the Lessee remaining in occupation of the Property, with or without disputing the cancellation, the Lessee will continue to make payment of the Rent and any other amounts which would have been payable to the Lessor but for the cancellation, and the Lessor may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.
- 20.4 The Lessor shall be entitled to recover from the Lessee all fees and expenses incurred in the collection of outstanding amounts or enforcing any of its rights in terms of this lease, on a scale as between attorney and own client.
- 20.5 The Lessee will be jointly and severally liable with the other tenants for any damage caused to the Shared Areas or any other part of the premises.

## 21. RIGHT OF RENEWAL

The Lessee shall have no right to renew this lease.

# 22. NEW TENANTS AND PURCHASERS

The Lessee shall at all reasonable times:

22.1 during the Lease Period, allow prospective purchasers of the Property; and



22.2 during the last 2 (two) months of the Lease Period,

allow prospective tenants of the Property to enter and view the Property.

## 23. COSTS

The parties shall bear their own costs incurred for the preparation and negotiation of this lease agreement.

#### 24. DOMICILIA AND NOTICES

- 24.1 The parties choose as their domicilia citandi et executandi the addresses mentioned in clause 24.2 below, but such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.
- 24.2 The parties choose the following addresses:

24.2.1 The Lessor: Suite 2, Harbour View, Harbour Road, Port Alfred, Eastern Cape

24.2.2 The Lessee: 27 Cluver Street, Stellenbosch, Western Cape

24.3 Any notice, demand or other communication properly addressed by either party to the other party at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5<sup>th</sup> business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including email) for the transmission or delivery of notices, demands and other communications.

## 25. WHOLE AGREEMENT

- 25.1 This is the entire agreement between the parties.
- 25.2 Neither party relies in entering into this lease upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this lease as warranties or undertakings.



25.3 No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and signed by both parties.

## 26. NON-WAIVER

- 26.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 26.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

#### 27. GUARANTEE

The Lessee shall procure that the person named as the guarantor in Schedule 3 binds himself/herself to the Lessor as surety for and co-principal debtor with the Lessee for the due and proper performance by the Lessee of all obligations which the Lessee may now or in the future have to the Lessor in terms of, or arising out of, or in connection with this lease.

## 28. LESSEE'S RIGHT TO CANCEL

The Lessee may cancel this lease at any time during the lease period by giving 20 (twenty) business days' notice in writing to the Lessor, subject to a reasonable cancellation penalty as set out in Schedule 4.

# 29. SEVERABILITY

Each provision in this lease is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and, if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs, and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the aforegoing, the parties hereto acknowledge their intention to continue to be bound by this lease notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.



# 30. SIGNATURES

The Lessor and Lessee agree that no witness signature is required to validate the signatures of the respective parties to this Agreement.

# 31. PROTECTION OF PERSONAL INFORMATION

In assisting with and facilitating this agreement, the Lessor is required to collect and process certain of the Lessee's personal information. The Lessor therefore undertakes its compliance in terms of the Protection of Personal Information Act 4 of 2013.

SIGNED at	on this day of	202
	Lessor	
SIGNED at	on this day of	202
	Lessee	



1 January 2026
31 December 2026
R

# THE FOLLOWING PAYMENT OPTIONS ARE AVAILABLE PLEASE TAKE NOTE OF THE DUE DATES FOR PAYMENT

# 1. PAYMENT OPTION 1: TWELVE EQUAL PAYMENTS - Available until 31 December 2025

PAYMENT TYPE	PAYMENT DUE DATE
Admin Fee (non-refundable)	On completion of the Online Application Form
Deposit	On completion of the Online Application Form
Payment Due Dates	On signature of the Lease   1 December 2025   1 January 2026   1 February 2026   1 March 2026   1 April 2026   1 May 2026   1 June 2026   1 July 2026   1 August 2026   1 September 2026   1 October 2026

# 2. PAYMENT OPTION 2: ONE PAYMENT

Schedule 1

PAYMENT TYPE	PAYMENT DUE DATE	
Admin Fee (non-refundable)	On completion of the Online Application Form	
Deposit	On completion of the Online Application Form	
Payment Due Dates	First and full payment due on signature of the Lease	
Discount	3.0% (on basic rental amount only)	



## 3. PAYMENT OPTION 3: TWO EQUAL PAYMENTS

PAYMENT TYPE	PAYMENT DUE DATE	
Admin Fee (non-refundable)	On completion of the Online Application Form	
Deposit	On completion of the Online Application Form	
Payment Due Dates	On signature of the Lease and on 1 May 2026	
Discount	2.0% (on basic rental amount only)	

# 4. PAYMENT OPTION 4: FIVE EQUAL PAYMENTS

PAYMENT TYPE	PAYMENT DUE DATE	
Admin Fee (non-refundable)	On completion of the Online Application Form	
Deposit	On completion of the Online Application Form	
Payment Due Dates	On signature of the Lease   1 February 2026   1 April 2026   1 June 2026   1 August 2026	
Discount	1.5% (on basic rental amount only)	

# 5. PAYMENT OPTION 5: TEN EQUAL PAYMENTS

PAYMENT TYPE	PAYMENT DUE DATE	
Admin Fee (non-refundable)	On completion of the Online Application Form	
Deposit	On completion of the Online Application Form	
Payment Due Dates	On signature of the Lease   1 February 2026   1 March 2026   1 April 2026   1 May 2026   1 June 2026   1 July 2026   1 August 2026   1 September 2026   1 October 2026	



#### 6. PAYMENT OPTION 6: TAILORED SOLUTION

PAYMENT TYPE	PAYMENT DUE DATE	
Admin Fee (non-refundable)	On completion of the Online Application Form	
Deposit	On completion of the Online Application Form	
Payment Due Dates	On signature of the Lease   contract price apportioned and tailored to your Onboarding date   1 October 2026	

## PLEASE TAKE NOT OF THE FOLLOWING:

- 1. Discount per student will be capped at 4%.
- 2. Returning students will qualify for a 4% discount, irrespective of the payment option which they have selected.
- 3. You will be regarded as having been "Onboarded" if you have completed all of the following:
  - Finalized Online Application Form;
  - Made payment of Admin Fee;
  - Made payment of Deposit;
  - Signed and returned Lease Agreement;
  - Made payment of 1<sup>st</sup> rental invoice.
- 4. The contract price set out in the Lease Agreement is a fixed price, irrespective of the date of occupation. As such, the contract price will not be reduced in the event of your Onboarding after 1 January 2026.
- 5. In the event of your Onboarding after 1 January 2026, payment due dates will be adjusted as necessary (based on a final payment due date of 1 October 2026). However, we reiterate that the contract amount will not be reduced.



## Schedule 2

## **COMMUNITY GUIDELINES**

These rules are agreed to by the Lessee and will apply for the duration of the Lease. Further thereto, the Lessee expressly agrees that the 27Cluver Community Guidelines will form part of the material terms of this lease and shall operate as additional obligations to those imposed by the lease.

- a. Any disputes or conflict arising between the Lessee and Lessor, or between the Lessee and any other tenant, will be discussed with the affected parties as soon as possible, with the view to resolving them amicably and maintaining harmony in the house;
- b. The laws, edicts, and regulations of the country, province, local authority, and any applicable tertiary institution must be adhered to at all times;
- c. The Lessee shall have joint use of the Shared Areas with the other tenants and the Lessee undertakes to use all facilities with care and due regard to the other tenants;
- d. No excessive drinking of alcohol is permitted in or outside the Property or premises by the Lessee or any guests of the Lessee;
- e. Noise between 23:00 and 7:00 is prohibited;
- f. All forms of bullying, intimidation, hazing, and initiation practices are prohibited;
- g. Parking within the premises is only permitted in the Lessee's allocated parking bay. Visitors must park in the street and not in the parking area of the other tenants or in the driveway, even if they are not occupied;
- h. Lights, electrical appliances, and water must be used sparingly and switched off completely when not in use:
- i. Food, drinks, consumables, cleaning and washing materials, and all other property must be stored in the designated areas provided;
- j. The Lessee may not make any duplicate keys or gate remotes without first obtaining the Lessor's consent to do so;
- k. The security code must be kept confidential;
- I. Smoking and the use of any and all drugs and narcotics is prohibited.

Breach of any of these rules may result in a fine, at the discretion of the Lessor, of not less than R500.00 and no greater than one month's rental which shall be added to the Lessee's account and payable in addition to the Rent.

If the Lessee breaches any of these rules on more than 3 (three) occasions at any time during the duration of this lease, the Lessor shall be entitled, at its discretion, to summarily cancel this Lease by providing written notice to the Lessee of its election to do so.



# Schedule 3

## **GUARANTEE**

The Guarantor hereby binds itself to and in favour of the Lessor as surety for and co-principal debtor in solidum, jointly and severally with the Lessee for the due and punctual payment of all amounts payable and for the due and punctual performance by the Lessee of all the terms and conditions incumbent upon it under and in terms of this Agreement or arising out of same, or arising out of a cancellation or termination thereof. This guarantee shall also cover any amendments, variations or extensions of this Agreement even though the Guarantor may not have specifically agreed thereto.

The Guarantor hereby renounces the benefits of "excussion", "division", "cession of action" and "no value received" with the full force and effect whereof it acknowledges itself to be fully acquainted. Any indulgence, neglect or forbearance on the part of the Lessor shall in no way release the Guarantor from liability under this guarantee.

The Guarantor agrees that a certificate signed by the Lessor or its authorised representative shall be prima facie proof, at all times, of the amount owing to the Lessor by the Lessee for the purpose of any action taken by the Lessor in terms of this agreement, whether such action is for provisional sentence or otherwise.

The Guarantor chooses domicilium citandi et executandi at the Property, as defined in this Lease, at which address all notices may be given and all processes served. The Guarantor may change such address to another in the Republic of South Africa on the expiry of ten (10) days written notice to the Lessor.

This Guarantee shall remain in full force and effect until the expiry of thirty (30) days written notice given to the Lessor at a time when all indebtedness, commitments and obligations of the Lessee to the Lessor shall fully have been discharged, provided that no such notice may be given until after the termination of this Lease.

A failure by the Guarantor to sign this Agreement shall be deemed to constitute a material breach of this Lease by the Lessee.

Signed at	on this	day of	202



# Schedule 4

## **CANCELLATION POLICY**

- 1. When cancellation occurs prior to signature of the lease agreement
  - No cancellation penalty is applicable.
  - The administration fee will not be refunded.
- 2. When cancellation occurs prior to 1 November 2025 (after signature of the lease agreement)
  - A cancellation penalty of R5 000 will be due.
  - The administration fee will not be refunded.
- 3. When cancellation occurs after 1 November 2025 (after signature of the lease agreement)
  - A cancellation penalty equal to three months' rental will be due.
  - The administration fee will not be refunded.