

MEMORANDUM OF LEASE AGREEMENT	
BETWEEN	
Empire Earth Investments 23 cc	
Reg: 2009/207049/23	
(Trading as 'STUDENT REPUBLIC')	
33 Salt River Road, Salt River, Cape Town 7925 South Africa	
AND	
('The Lessee' Hereinafter will be known as 'the Resident')	
Residents Full Name:	
Residents Domicile:	
I.D. No./Passport No:	
Lease Start Date: Lease End Date:	
(Suretyship) Hereinafter known as the 'Resident' 'Guardian/Custodian')	
1. Full Name: (Guardian/Custodian)	
Domicile:	
Postal Address:	
I.D. No./Passport No:	
2. Full Name: (Guardian/Custodian)	
Domicile:	
Postal Address:	
I.D. No./Passport No:	

1. USE OF PREMISES

The premises shall be occupied by not more than 1 person, unless by prior arrangement with management.

- a) the Resident shall not make any structural alterations or additions to the premises;
- b) the Resident shall not modify the interior of the premises for any reason whatsoever unless by arrangement with management & confirmed in writing.
- c) the Resident shall not do anything or bring anything into the premises which might increase the rate of fire insurance premium payable on the building;
- d) the Resident shall not keep or allow onto the premises any animals of any nature.
- e) Administration Fee
 - i. The Resident shall pay an Administration Fee to **Student Republic** when applying for the Service online via the website of **Student Republic**.
 - ii. **The Administration Fee is non-refundable.**

f) Deposit

- i. The Resident shall pay a Deposit to **Student Republic** when applying online for the Services via the website of **Student Republic**.
- ii. **Student Republic** shall hold the Deposit throughout Your Stay as security for the compliance of the Resident with their obligations under this Agreement.
- iii. **The Deposit will not bear interest.**
- iv. On termination, the Deposit will be refunded to the Resident after deducting any amounts outstanding or payable in terms of this Agreement and subjected to a successful Check-out Inspection, as set out in **Annexure B: Deposit Refund Policy**.
- v. **Deposits are refunded within 21 days Business Days after the Check-out Date of Your Stay.**

2. MAINTENANCE AND INSPECTION

- a) The Resident will sign a Check-in inspection, recording the contents of the room as well as the condition of the room and will in writing note any damages or maintenance requirements. This will be resigned on check out and the Resident is responsible for any damages which may incur during the duration of their stay.
- b) The Resident shall be obliged at all times to maintain the premises in a fit and orderly condition and more particularly the Resident has an obligation to maintain the premises in the same condition that he found it, fair wear and tear accepted.
- c) Residents must abide by the signed accommodation rules and regulations as published and revised from time to time by the Landlord.
- d) Should the Resident require a cleaning service in order to fulfil this obligation, this service can be arranged by the **Student Republic** for the Resident's account.
- e) Should the Resident fail to comply with the foregoing condition, **Student Republic** may on behalf of the Resident expend any reasonable sum necessary for the maintenance of these items and any amounts so spent shall be payable by the Resident to the **Student Republic** on demand.
- f) The Resident shall not remove any contents from the premises.

g) **Student Republic** or its duly authorised agent shall have the right at reasonable times to enter the premises for inspection and shall have the right at any reasonable time to do work connected with the premises and shall be entitled to suspend any services and supplies for such purposes provided that such right shall be exercised reasonably.

h) The Resident shall not be entitled to claim any remission of rental or damages in respect of any inconvenience or damage which may be caused by virtue thereof. The Resident shall be responsible for effecting in his/her own name a household comprehensive insurance policy or any other applicable insurance policy to cover his/her personal effects upon the room and / or premises and shall pay the premiums in respect thereof. It is specifically agreed that **Student Republic** will not be responsible for any consequential damages suffered by the Resident in respect of fire damage, water damage and /or theft, for which damages the Resident will have to 'effect' his/her own insurance at his/her own cost.

3. DAMAGE TO PREMISES

a) The Resident shall not allow any damage to be committed on any portion of the Leased Premises or the Property. All furniture and fittings/electrical appliances and all fire and safety equipment remains the property of **Student Republic** and cannot be removed from the premises, such action will be seen as a breach of this agreement and the Resident will be liable for all costs arising from the above. The Outgoing inspection, on completion of the Lease Agreement, will be subject to all clauses of the lease.

b) The Resident is held responsible for any damages that were incurred during the duration of The Residents time period. **Student Republic** has the right to take the costs of repair and damages and replacing items out of the deposit as well any further costs which the Resident is liable to pay.

c) At the termination of this Lease, by lapse of time or otherwise, the Resident shall deliver the Leased Premises to **Student Republic** in accordance of this Lease in as good condition as existed at the Commencement Date of this Lease, reasonable wear and tear and casualty excepted. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by The Resident and as per House Rules Annexure C.

4. SECURITY

The Resident shall be obliged to comply with all procedures and rules relating to security as set out in the house rules. Security measures implemented by **Student Republic** can be found on www.studentrepublic.co.za on the Amenities Page and the website.

5. SUB-LETTING AND ASSIGNMENT

a) The Resident shall not sub-let the premises or any part thereof or cede or assign any of his/her rights under this agreement, or permit any other person to occupy any part of the premises.

b) The landlord may at his sole discretion sub-let the premises or any part thereof if the Resident fails to pay the rent & or rectify such failure to do so within seven days written notice.

6. HOUSE RULES & CODE OF ETHICS - (See Annexure C)

a) The house rules form an integral part of this lease agreement and needs to be adhered to by the Resident/s at all times.

b) **Student Republic** has imposed house rules relating to the occupants of the building, which are aimed at protecting the safe and equal enjoyment of the use of the building.

c) The Resident by his/her signature hereto agrees to be bound by the house rules relating to the building and ensures that the Resident and his/her guests at all times obey the house rules.

- d) Failure to comply with the house rules will constitute a breach of this lease.
- e) Notwithstanding anything to the contrary contained in this lease agreement, **Student Republic** reserves the right to cancel this lease agreement at his own discretion without notice, due to the Residents' breach of any of the House Rules.
- f) Should **Student Republic** cancel this lease due to the Resident's breach of the house rules, the Resident will forfeit any rental paid for the month and the deposit paid.

Student Code of Ethics Guidelines - (see Annexure C)

- i. **The Student Republic code of ethics**, aims at protecting the use and enjoyment of the building, the Premises, the Communal Areas and all facilities by all.
- ii. **The Resident acknowledges that he/she has read, understands and is bound by the Student code of ethics, that these are an essential part of this Agreement and that a breach of the Student Code of Ethics can constitute a breach of this Agreement.**
- iii. **Student Republic** expressly reserves the right to amend the Student Code of Ethics guidelines at any time and will publish such amendment on our website. The **Code of Ethics** is a guideline that must be adhered to and **Student Republic** will use this to determine the outcome should a disciplinary enquiry be required.
- iv. The **Code of Ethics** is a guideline that must be adhered to and **Student Republic** will use this to determine the outcome should a disciplinary enquiry be required.

Water, Electricity and Municipal Charges

- i. Normal residential use of water, electricity and sewerage utility services will be included in the Services and Residence Fee.
- ii. **A penalty fee will be added to the resident's account, as set out in Student Community Guidelines, when unusual high amounts of electricity is being used.**

7. EXCLUSION OF LIABILITY

- a) **Student Republic** shall not be responsible for any loss, injury, damages (including any consequential damages) or inconvenience that may be caused to the Resident, its visitors or employees or any of its property, except when caused by the **Student Republic's** specific default and without prejudicing the generality of the foregoing, whether arising from any defect in the Building or the Leased Premises (latent or patent), or from the failure, or partial failure, of any apparatus or fittings, including the plumbing, water and electrical fittings or from fire, flooding, leakage or breakage of any water pipe, or from war, riots or other civil commotions, damage caused by the elements or fortuitous acts, insects or any living thing or any act of God.
- b) All goods, property and effects of whatsoever nature, which may at any time be brought in or on the Leased Premises, by the Resident, shall be at the sole risk of the Resident and the **Student Republic** shall not be liable for any loss or damage thereto from any cause howsoever arising.
- c) The Resident indemnifies the **Student Republic** against any claim by its employees, invitees or licensees in respect of any such damage, injury or loss of life.
- d) The Resident shall have no claim whatsoever whether for damages or remission of rental or cancellation of the lease against the **Student Republic** and shall not be entitled to withhold or defer payment of rental by reason of any suspension or interruption in the supply of water, gas, electricity, air-conditioning (if any) or heating (if any), (howsoever such suspension or interruption may arise) or by reason of any amenities in or on the Leased Premises being out of use or out of order for any reason whatsoever for any period whatsoever, unless due to the specific fault of the **Student Republic**.

8. BREACH AND TERMINATION

a) Your Stay

This agreement shall commence on the Check-in Date and end on the Check-Out Date as indicated on the Student Portal or on the Lease.

b) Payments

- i. The Residents' Fee must be paid in accordance with the agreed upon due dates and instalments as elected in **ANEXURE A: Payment Options**
 - ii. All payments shall be made free of bank charges, deduction and set off.
 - iii. **If a payment is not (fully) received, or is received late, access to the Room will be blocked automatically.**
 - iv. **In the case of late payment, a late payment fee of R500 will be added to The Residents' account.**
 - v. Should the Resident fail to pay the Rental Fee timeously: they shall be in breach of this Agreement.
- c) If the rental or other amounts due in terms of this agreement are not paid on the due date, or if the Resident commits any other breach of this agreement and fails to rectify same within seven (7) days after receipt of written notice calling upon him/her to do so, the **Student Republic** shall be entitled forthwith and without further notice to the Resident to cancel this agreement and obtain immediate possession of the premises, without prejudice to any claims which the **Student Republic** may have against the Resident as a result of any breach or cancellation. Furthermore, if the Resident is in breach of the lease agreement for any reason whatsoever their biometric access may be deactivated so as to guide the Resident manually through to the management department to rectify such a breach.
- d) If the **Student Republic** cancels this agreement and the Resident remains in occupation of the premises, the Resident shall continue to pay an amount equivalent to the monthly rental and such other amounts as are payable in terms of this agreement in advance on the first day of every month until the Resident vacates the premises. Acceptance of these amounts shall not affect the **Student Republic's** right to cancel this agreement.

9. DISPUTE

In the event that legal action is instituted arising out of the terms of this agreement, both the **Student Republic** and the Resident consent to the jurisdiction of the Cape Town Magistrate's Court.

10. SURETYSHIP

The Resident's guardian/custodian, by placing his/her signature hereto, is hereby bound as surety and co- principal debtor jointly and severally together with the Resident in favour of the **Student Republic**, its affiliated companies' successors or assigns for the repayment on demand of any sum or sums of money, which the Resident owes or may owe to the **Student Republic** howsoever arising and the due fulfilment of all obligations of the Resident in terms of this agreement.

11. DOMICILIUM

Student Republic chooses Domicilium Citandi et Executandi for the purpose of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from this agreement as set out in the definitions & interpretations above.

12. GENERAL

This document constitutes the sole record of this agreement between the parties in respect of the subject matter hereof.

- a) No addition, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by parties.
- b) No extension of time or indulgence, which **Student Republic** may grant to the Resident shall constitute a waiver of any of the rights of **Student Republic**, who shall not thereby be precluded from exercising any rights against the Resident which may have arisen in the past or which may arise in the future.
- c) The Resident shall be responsible for any costs incurred by **Student Republic** arising out of any breach committed by the Resident in terms of this agreement, which costs shall include tracing agent fees, collection commission at the ruling rate and all legal costs as between attorney and client.
- d) In the event that the Resident is a minor at the date of signature hereof, he/she shall be assisted herein by his/her guardian/custodian who, by placing their signature hereto, expressly consents to the Resident's entering into this agreement.

Map of 33 Salt River Road, Salt River, Cape Town 7925



Annexure A: Payment Options







The Resident is liable for the full amount of the monthly Rental Fee. However, **Student Republic** offers for your convenience various payment options in which to pay the Rental Fee. Please note that your Room will only be confirmed once the Resident has signed the Lease Agreement and paid the applicable fees due within Seven Business Days from receiving the room allocation email.

Non-payment of the Rental Fees constitutes a Breach of the Agreement which will affect the Cancellation Policy and the Resident’s services will consequently be suspended.

The fees are payable online via credit card or EFT, or at **Student Republics’** offices by credit card. The following Option Payments are due as per the agreed dates allocated on the grid below.

Payment Option 1: Full Payment (Available at all campuses)		
Payment Type	Payment Due Date	5 % Disc
Payment Option 2: Two Payments (Available at all campuses)		
Payment Type	Payment Due Date	2.5 % Disc.
Payment Option 3: Four Payments (Available at all campuses)		
Payment Type	Payment Due Date	No discount.
Payment Option Chosen: (Tick the Box & Initial by Resident)		
Payment Option 1	Payment Option 2	Payment Option 3
Confirmation Signature:		
Notes/Comments:		

Annexure B: Deposit Refund Policy

Conditions:	Conditions met?
1. The Resident booked a Check-out inspection online on their Student Portal.	
2. The Resident attended the Check-out inspection of their room before they left, together with a Student Republic Team member.	
3. The Resident brought a proof of banking details with them to the Check-out inspection to ensure the deposit is refunded timeously and to the correct account.	
4. The check-out inspection was completed successfully. All maintenance and cleaning items, to bring the room back to its original condition, have been identified and listed on the Check-out inspection form; and	
5. The Check-out inspection form was signed by both the Resident and a Student Republic Team Member.	
6. If the Resident did not book a Check-out inspection, or did not attend his/her Check-out inspection, Student Republic may complete the Check-out Inspection and list all the items to be replaced on behalf of the Resident. The Resident will accept Student Republics' Check-out Inspection and the deductions from the deposit and will have no recourse in this regard.	

ANNEXURE C: House Rules & Code of Ethics

1. Attention to building, common areas and rooms

- Please keep your room clean and tidy at all times
- Keep the bathrooms and kitchens clean
- Stale and uneaten or waste foods must be immediately thrown away in the dustbins provided in the kitchens
- Rooms may be inspected twice a month
- Should we find that the state of your room is a potential health hazard you will be informed to clean your room. Should you consistently keep your room in such a state we will arrange for your room to be cleaned and all costs will be for your account.
- Please ensure that prior to vacating your room for weekends, vacations or otherwise that your room is cleaned and all food stuffs are disposed of
- Bed linen should be changed and washed once a week
- The furniture provided in your room may not be removed
- Clothes or other items may not be hung from the windows of the building
- Please do not mark, litter or damage the common areas of the building.
- Toilets must not be used for the disposal of any foreign objects only toilet paper may be flushed down the toilet.

2. Consideration for others

- Disorderly behaviour will not be tolerated and may lead to the termination of this lease; in such cases you will be liable for the full charges set out in the lease agreement.
- Any form of insubordination will not be tolerated and may result in disciplinary action.
- The playing of music at unreasonable sound levels is strictly forbidden. Management reserves the right to confiscate any music equipment in the event that the Resident does not adhere to this rule.
- Shouting and running in passages or any other area of this building is not permitted.

3. Security and safety

- We cannot be held responsible for any losses that may incur whilst residing in our building, therefore please keep your room locked at all times.
- The key of your room must never be given or lent to any other person.
- It is important that you take good care not to leave your keys in a place that they could be stolen or lost.
- The issuing of lost keys will be for your cost and will be payable before another key is issued to you. The approximate turnaround time for a replacement key is 36 hours.
- Tampering with any security or fire equipment is an offense and is strictly forbidden. Should you tamper with the security and/or fire equipment in any way, this may result in disciplinary action & the possibility of legal prosecution.
- The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and therefore strictly forbidden to be used in your room or any areas of the building.
- We reserve the right to search bags (yours or your visitors) & rooms at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

4. Water and electricity consumption

- Please use only the minimum amount of electricity required, any Resident using more electricity than the 'reasonable' amount of usage will be fined and liable for the extra costs with immediate effect. This is determined by the electrical meter which is installed in each Residents room.
- Please switch off lights and electrical appliances while not in use and when you leave the room

- Ensure that all stove plates are turned off when not in use
- Water should be used sparingly, any Resident using more water than the 'reasonable' amount of usage will be fined and liable for the extra costs with immediate effect.

5. Visitors

- No Resident may have more than two visitors at any given time
- You will be required to accompany all visitors while on the premises
- No visitors are allowed to remain in the building without your presence. Should you leave the building, your visitors will be required also to leave the building
- Visitors are welcome provided they observe the house rules.
- You will be responsible and financially liable for any damages caused by your visitor/s
- Visitors have access to the building from 09h00 to 23h00
- Visitors sleeping overnight is not permitted unless by prior arrangement with management.

6. Residential floor Access

- Residents are to ensure that they close the security entrance door properly behind them, so that no unauthorized person is able to enter the floor behind them.
- No letting in of people you do not know all guests have to be accompanied by a registered resident!
- Unaccompanied persons will be asked to leave the residential floors immediately and will be reported to Security and management
- All Residents will enter and exit the building via the main security entrance leading onto Salt River road

7. Smoking, drugs and alcohol

- This building is a smoke free building, for health and safety reasons and is therefore prohibited.
- Alcohol is not allowed on the premises.
- Drugs are strictly forbidden. If found in your possession Management reserves the right to immediately terminate the lease agreement and this may result in disciplinary action and the possibility of legal prosecution.

The Landlord reserves the right to consult the guardians/parents and refer a Resident for a drug/alcohol test in the event of the Resident being suspected of taking such substances. The cost of this test must be borne by the parent/guardian or Resident. Random searches can and will be executed by authorities should the need arise.

8. Laundry

Coin-operated machines are available to all Residents. They consist of washing machines and tumble dryers. Residents are responsible for their own Laundry. Please do not hang wet clothes out of the windows.

Neglecting to adhere to the house rules can involve a disciplinary enquiry, which may result in suspension or expulsion of this facility.

9. Residents Value and Code of Ethics

The code of ethics is an integral part of the ethos while staying in student republic. It is there to make each Resident of Student Republic feel part of a caring and supportive community where each resident can live together and create happy, co-creative living spaces. It is a guide for each Resident to incorporate daily within the duration of Your Stay.

i. Connection

We the residents, at Student Republic represent a group of people that inspire a connection between each other. We communicate and act in a caring manner making each person feel seen, noticed and elevated to their greatest potential. We are there to help build each other, making sure we are helped to reach the best version of ourselves.

ii. Support

We aim to consistently support each other and make time for those that need help or assistance in any area of their lives. We go the extra mile to make time for our fellow students, which means helping each other to study and balance our personal lives.

iii. Integrity

We live together in a culture of high integrity and honesty where each of us adhere to the house rules, which respects each other's private space. We respect each other's property and possessions and don't cross over each other's personal space and boundaries. We live with high principles and act respectfully at all times.

iv. Accountability

In the Student Republic spaces we have a culture of true and honest accountability, where we are responsible for our actions and respond maturely to solving and finding solutions to problems that may arise. This will also be passed forward to any fellow student in need of help or assistance. We take responsibility for looking after each other and should anyone be in urgent need of help, we the residents will respond appropriately.

Student Republic (LANDLORD)

Signed at: _____

Date: _____

Signature: _____

Name: _____ Date: _____

Resident (TENANT) Name: _____

Signed at: _____

Date: _____

Signature: _____ Date: _____

Witnesses:

Witness: (1) _____ Date: _____

Signature: _____ Name: _____

Witness: (2) _____ Date: _____

Signature: _____ Name: _____

Suretyship

(1) I/We the undersigned:

Full Name: _____

Signature: _____

I.D. No. | Passport No: _____

Cell Phone No: _____

Landline No: _____

Email Address: _____

(2) I/We the undersigned,

Full Name: _____

Signature: _____

I.D. No. | Passport No: _____

Cell Phone No: _____

Landline No: _____

Email Address: _____

Hereby bind myself/ourselves as Surety and Co-Principal debtor jointly and severally to:

EMPIRE EARTH INVESTMENTS 23 cc
Registration No: 2009/207049/23
("the Landlord")
(Trading as 'STUDENT REPUBLIC')

for the due and proper fulfilment of all the obligations of, and for the punctual payment of all sums which are or may become due by 'The Tenant' known as the 'Resident'

Residents Name: _____

ID Number | Passport No.: _____

Domicilium: _____

Cell Phone No: _____

Email Address: _____