

RENTAL AND SERVICE AGREEMENT

Between the Parties

Campus Lodge (Proprietor Mrs Phoebe Van Reenen)
of 2 Hospital Street. Stellenbosch 7600.

And

Tenant / Student.....

Tenant's Sponsor.....

1 NOTICE

1.2 Please ensure that before signing this Agreement that you have had had adequate time to read and understand its content.

2 Duration.

2.1 This Agreement shall commence on the Check-in Date and end on the Check-out Date except if cancellation occurs in accordance with the provisions of clause 13 or 14 below.

3 PAYMENTS

3.1 The Rental and Service Fee payments shall be paid by the Tenant or Sponsor to Campus Lodge in terms of this Agreement.

3.2 All payments shall be made free of bank charges, deduction and set off.

3.3 All payments must be referenced with the Tenants last name.

3.4 The Annual Rental and Services Fee Payment Option chosen by the Tenant must be paid in accordance with the due dates and instalments as documented in SCHEDULE A: Payment Options.

3.5 Payments shall be made by EFT to **P. van Reenen, Capitec Bank code: 470010 Account No. 1642742676** and will be referenced with the Tenants last name.

3.6 If any payment due is not (fully) received, or is received late, access to the Room will be blocked.

3.7 In the case of late payment, a late payment of fee of R500 will be added to the Tenant's account. Should

3.8 the Tenant fail to pay the Fees timeously; the Tenant shall be in breach of this Agreement.

4. ADMINISTRATION FEE

4.1 The Tenant shall pay a non-refundable Administration Fee of R1000 to Campus Lodge when completing the online application via the Campus Lodge website.

DEPOSIT

5. The Tenant shall pay a Deposit of R15000 to Campus Lodge when applying online via the Campus Lodge website.

5.1 If the application fails or the applicant withdraws before completion of the contracting process and signing of the Agreement the deposit will be returned.

5.2 Campus Lodge shall hold the Deposit throughout the term of the agreement as security for the compliance of the Tenant with their obligations under this Agreement.

5.3 The Deposit will not bear interest.

5.4 On termination, the Deposit will be refunded to the Tenant after deducting municipal expenses, see paragraph 7.1.

5.6 Refunds will be made within 60 Business Days after the Checkout Date of Agreement.

6. CHECK-IN AND OCCUPATION

6.1 The Tenant will not be able to occupy the Room if the Administration Fee, the Deposit and the Rental and Service Fee or any other outstanding payments have not been paid in accordance with the terms set out in this Agreement.

6.2 The Tenant acknowledges and expressly agrees to accept the Room and the Premises in the condition as it stands.

6.3 Upon moving into the Room, the Tenant must check that the supplied Room Inventory is accurate and must complete, sign and return an Incoming Inspection Checklist to Campus Lodge representative within 3 days of moving into the Room.

6.4 If the Incoming Inspection checklist is not complete, signed and returned to Campus Lodge, then the Tenant accepts that the inventory as it is.

6.5 The Tenant is responsible to acquire and use a mattress protector throughout the duration of the

agreement.

- 6.6 The rooms are strictly for single occupancy, the Tenant shall use the Room solely as a residence for educational purposes, whilst registered as a student at a recognised educational institute in Stellenbosch.
- 6.7 The Tenant shall have joint use with the other Tenants of the Communal Areas in the building and undertakes to use all facilities with care and with due regard to the other Tenants.
- 6.8 The Tenant is jointly and severally liable with other Tenants for any damage caused to any Communal Areas or the Premises.

7 WATER, ELECTRICITY, GAS, MUNICIPAL CHARGES AND WIFI –

- 7.1 The household usage expenses of municipal expenses, electricity and water will be evenly split among all tenants and at the end of the lease term, the remaining balance of the security deposit will be reimbursed equally to each tenant.
- 7.3 Campus Lodge will provide uncapped Fibre.

8. BENEFICIAL OCCUPATION OF THE ROOM

- 8.1 Should the Room and/or Premises be destroyed or damaged to an extent which prevents the Tenant from having substantial beneficial occupation of the Room, then:
 - 8.1.1 either Party may elect to cancel this Agreement with effect from the date of such destruction or damage; and
 - 8.1.2 no Party shall have any claim whatsoever against the other as a result of such destruction or damage or cancellation, unless the destruction or damage was willfully caused by or through the negligence of the other party/parties or its/his employees or agents.
- 8.2 Should the Room and/or Premises be damaged to an extent which does not prevent the Tenant from having substantial beneficial occupation of the Room, or should neither Party elect to cancel this Agreement under the circumstances set out in clause 8.1, then this Agreement shall continue to remain in force and:
 - 8.2.1 Campus Lodge shall, at its own cost, reinstate the Room and/or Premises as quickly as possible under the circumstances;
 - 8.2.2 the Tenant shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation;
 - 8.2.3 the Rental and Services Fee payable by the Tenant shall be reduced pro rata for so long as and to the extent to which the Tenant is deprived of the beneficial occupation of the Room; and

9. LIABILITY AND INDEMNITY

Campus Lodge will not be liable for any loss or any direct, incidental, special, indirect or consequential loss or damages of whatever nature, howsoever arising, which may be suffered by the Tenant and/or any of the agents, visitors, servants, guests and other invitees of the Tenant and all other persons who are present in the Room and/or Premises or any part thereof through or a consequence of the Tenant, at the time the liability has been incurred and the Tenant hereby indemnifies Campus Lodge and holds Campus Lodge harmless against:

- 9.2.1 any claims from visitors, guests, invitees of the Tenant and all other persons who are present upon the Room and/or the Premises or any part thereof through or as a consequence of the Tenant; and
- 9.2.2 any legal costs or any other expenses reasonably incurred in connection with claims or actions arising out of any of the circumstances set out in clause 9.2.1 above.
- 9.3 The Tenant shall be liable and responsible for any loss, liability, damages, expense, illness, injury or death and any claims in respect thereof caused willfully or as a result of gross negligence (whether by way of an act or omission) on the part of the Tenant:
 - 9.3.1 to any employees, agents or any other representative of Campus Lodge while present in or around the Premises and/or Room and/or the Communal Areas during or in relation to the provision of the Services; and

9.3.2 to Campus Lodge in respect of any direct, incidental, special, indirect or consequential loss or damages of whatever nature caused by any employees, agent or any other representative of the Tenant while present in or around the Premises and/or Room and/or Communal Areas during or in relation to the provision of the Services.

9.3.3 And the Tenant furthermore indemnifies Campus Lodge and holds Campus Lodge harmless accordingly.

10. CAMPUS LODGE TENANTS RULES

10.1 The Campus Lodge Tenant Rules (Schedule D), are aimed at protecting the use and enjoyment of the building, the Premises, the Communal Areas and all facilities by all Tenants.

10.2 The Tenant acknowledges that he/she has read, understands and is bound by these Rules, that the Campus Lodge Tenant Rules are an essential part of this Agreement and that a breach of the Campus Lodge Rules constitutes a breach of this Agreement.

10.3 Campus Lodge expressly reserves the right to amend the Campus Lodge Rules at any time and will publish such amendment on our website.

11. CHANGE OF ROOMS

11.1 Generally, the changing of rooms is unlikely to be possible once the agreement has been signed. However, in the case of a room vacancy occurring in the house a request can be submitted. Depending on the circumstances and the room involved, there may be a change in the rental and service fees payable.

12. ENTERING ROOMS

12.1 Campus Lodge or its representatives, agents, and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Tenant:

12.1.1 enter the Room due to a presumption of breaching the Campus Lodge Tenants Rules, for security reasons, hygiene matters, in order to inspect it, to carry out any maintenance, repairs, replacements or other works, or to perform any other function in the bona fide interests of Campus Lodge; or

12.1.2 carry out elsewhere on the Premises any necessary repairs, replacements or other works or to maintain the exterior of the building and the Communal Areas and keep it in good order and condition.

12.1.3 Campus Lodge shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Room by the Tenant.

13. BREACH OF THE AGREEMENT

13.1 Should the Tenant breach this Agreement due to breaching a Zero Tolerance Rule as set out in Schedule D: Campus Lodge Tenants Rules:

13.1.1 Campus Lodge shall be entitled to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Tenant, as set out in SCHEDULE C: Cancellation Policy;

13.1.2 the Tenant will remain liable to Campus Lodge for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.1.3 no notice period will be applicable for this breach as the breach is severe.

13.2 Should the Tenant breach this Agreement due to breaching any of the Campus Lodge Tenants Rules 3 (three) times during their tenancy:

13.2.1 Campus Lodge shall be entitled, but not obliged, to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Tenant, as set out in Schedule C: Cancellation Policy;

13.2.2 The Tenant will remain liable to Campus Lodge for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.2.3 no notice period will be applicable for this breach, as the three-step fine system offers the Tenant more than 20 Business Days' notice of the approaching breach.

13.3 Should the Tenant breach this Agreement due to failing to pay the Service and Residence Fee timeously in terms of this Agreement and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect from Campus Lodge:

- 13.3.1 Campus Lodge shall be entitled, but not obliged, to cancel this Agreement and impose a reasonable cancellation penalty on the Tenant, as set out in SCHEDULE C: Cancellation Policy;
- 3.3.2 the Tenant will remain liable to Campus Lodge for any amounts owed in terms of this Agreement, up to date of cancellation; and
- 13.4 Should either of the Parties:
 - 13.4.1 commit any breach of any other condition of this Agreement, save for a breach as set out in clause 13.1, 13.2 and 13.3, and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect to it by the other Party; or
 - 13.4.2 commit any act of insolvency; then the other Party shall be entitled to:
 - 13.4.2.1 cancel this Agreement; or
 - 13.4.2.2 remedy such breach and immediately recover the total cost it has incurred in so doing from the other Party.
- 13.5 While the Tenant is in occupation of the Room and irrespective of any dispute between the Parties, then:
 - 13.5.1 the Tenant shall continue to pay all amounts due to Campus Lodge in terms of this Agreement on the due dates of the same;
 - 13.5.2 Campus Lodge shall be entitled to recover and accept those payments; and
 - 13.5.3 the acceptance by Campus Lodge of those payments shall be without prejudice to and shall not in any manner whatsoever affect Campus Lodge's claim to cancellation of this Agreement or for damages of any other nature whatsoever.

14. CANCELLATION POLICY

- If the Tenant chooses to cancel this Agreement prior to the agreement Checkout date.
- 14.2.1 The Tenant must request such cancellation in writing from Campus Lodge by giving 20 Business Days'
 - 14.1 written notice by email to phoebe.vr14@gmail.com in which event:
 - 14.2.2 the Tenant will remain liable to Campus Lodge for any amounts owed in terms of this Agreement, up to date of cancellation; and
 - 14.2.3 Campus Lodge will be entitled to impose a reasonable cancellation penalty on the Tenant, as set out in SCHEDULE C: Cancellation Policy.
 - 14.3 The Cancellation Policy is applicable whether the Tenant or Campus Lodge effects the cancellation.

15. CHECK-OUT

- When the Service and Residence Agreement comes to an end, for whatever reason, the Tenant shall:
- 15.1 Attend a Check-out inspection and sign a copy of the Check-out Inspection checklist;
 - 15.2 Vacate the Room and remove all their belongings from the Room, building and all other areas of the Premises;
 - 15.3 Leave the Room and the items as set out in the Room Inventory in the same clean condition and state as they were at the start of the agreement, fair wear and tear excepted;
 - 15.4 Confirm to Campus Lodge the banking details to which the Deposit, less any deductions made in accordance to the Service and Residence Agreement, should be refunded to; and
 - 15.5 Should any of the Tenant's personal belongings be left in the Room after the Check-Out date, Campus Lodge shall reserve the right to obtain ownership thereof

16. INSURANCE

- 16.1 The Tenant shall not keep or do in or about the Room and/or the Premises anything such as is liable to enhance any of the risks against which the Room and/ or the Premises may be insured to the extent that the insurance of the Room and/or Premises is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 16.2 Campus Lodge may recover from the Tenant on demand the full amount of any increase in

insurance premiums attributable to a breach as set out in 16.1 above.

- 16.3 The Tenant 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.
- 16.4 It is specifically agreed that Campus Lodge will not be responsible for any consequential damages suffered by the Tenant in respect of fire damage, water damage and/or theft, for which damages the Tenant will have to effect his own insurance at his own cost.

17. MINIMUM AGE AND SPONSORSHIP / SURETYSHIP

- 17.1 The minimum age for a Tenant to make a booking is 18 years. Tenants younger than the age of 18 need permission of their parents or legal representatives to make an application on the Campus Lodge website.
- 17.2 If the person signing this Agreement, is not the Tenant of the Room, then the person signing this Agreement accepts his/her liability jointly and severally with the Tenant as surety and co-principal debtor for amounts which may become due to Campus Lodge by the Tenant at any time in terms of this Agreement.

18. DOMICILIUM CITANDI ET EXECUTANDI

- 18.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement their respective addresses set out in Schedule E of this Agreement
- 18.2 All notices to be given in terms of the Agreement will –
- 18.2.1 be given in writing or by email;
- 18.2.2 be delivered or sent by prepaid registered post or by email;
- 18.2.3 if delivered be presumed to have been received on the date of delivery;
- 18.2.4 if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;
- 18.2.5 if sent by email be presumed to have been received on the first Business Day following the date of transmission, unless the contrary is proved.
- 18.3 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 him/it notwithstanding that it was not sent to or delivered at his/its chosen domicilium citandi et executandi.

19. GENERAL

- 19.1 This Agreement and the attached Schedules constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.
- 19.2 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 19.3 Each provision in this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
- 19.4 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

20. COMPLAINTS

- 20.1 All complaints filed with Campus Lodge must be in writing and be submitted immediately after discovering the failure to perform for which Campus Lodge might be liable. Complaints should be sent in writing to phoebe.vr14@gmail.com

21. ELECTRONIC SIGNATURE

21.1 This Agreement is accepted and becomes valid and binding on both Parties once the Tenant and Sponsor have signed and returned to the Campus Lodge representative either a paper or electronic copy

22. DEFINITIONS

In this Agreement the following terms shall have the meaning as described below:

22.1 "the/this Agreement" - the agreement and the terms and conditions included in this document including all annexures, schedules or addendums hereto;

22.2 "Business Day" - a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;

22.3 "Cancellation Date" -the date on which this Agreement is cancelled in accordance with clause 13 or 14 ;

22.4 "Campus Lodge" – The trading enterprise under the proprietorship of Mrs Phoebe Van Reenen.

22.5 "Check-in Date"- the fixed date, as per clause 2 above when the Room and the Services will be available to the Tenant;

22.6 "Check-out Date"- the fixed date, as per clause 2 above when the Room and the Services to the Tenant come to an end;

22.7 "Communal areas" - in relation to the Premises, all areas and facilities at the Premises, provided by Campus Lodge for the common or joint use and benefit of all the Tenants;

22.8 "Parties" – Campus Lodge, the Tenant and Sponsor and "Party" – any of the Parties, as the context may determine;

22.9 "Premises" – the premises include the entire Erf, the Room and Communal Areas.,

22.10 "the Tenant" – the Tenant / Student or Occupant who utilises the Services of Campus Lodge and as identified on page 1 of this Agreement.;

22.11 "the Room" – the room situated in the Premises provided by Campus Lodge, the occupation of which is included in the Services provided by Campus Lodge to the Tenant;

22.12 "Services" – the services to be provided by Campus Lodge to the Tenant in accordance with the terms of this Agreement, which includes the occupation of the Room;

22.13 "Zero Tolerance Rule" – the zero tolerance rules as set out in the Campus Lodge Tenants Rules as documented in Schedule D, the breach of which enables Campus Lodge to immediately cancel the Services and to evict the Tenant from the Room and/or Premises.

FORCE MAJEURE

22.14 The term "Force Majeure" will be understood as any act of God, strike, war-like operation, rebellion, riot, war, civil commotion, lock-out, unavailability of raw materials, supplier failure, combination of workmen, interference of trade unions, suspension of labour, fire, explosion, floods, accident, acts, regulations or laws of any government or any circumstance arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any of the obligations in terms of this Agreement.

22.15 In the event of Force Majeure, the Party affected by such force majeure shall be relieved of its obligations hereunder during the period that such force majeure continues but only to the extent so prevented and shall not be liable for delay or failure in the performance of any obligations hereunder or damage or loss which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking force majeure shall upon termination of such force majeure give prompt written notice thereof to the other Party.

22.16 Should force majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

SCHEDULE A

PAYMENT POLICY

Please note, your Room will only be confirmed once the Tenant and Sponsor has signed the Rental and Services Agreement and paid the relevant fees, within 5 Business Days of receiving the room allocation email

Non-payment of the Fees constitutes a breach of this Agreement which will effect the Cancellation Policy. The Tenant's services will consequently be suspended. Please refer to clause 3,13,14 of the Agreement.

The Deposits and fees are payable by EFT to:

P. van Reenen, Capitec Bank code: 470010 Account No. 1642742676 . A reference of the Tenants last name must be added.

The table below documents the payment options and the related due dates:

OPTIONS

Payment Type	Payment Due Dates
Admin Fee R1000 (non-refundable)	On completion of the Application Form
Deposit R15,000	On completion of the Application Form
Rental and Service Fee Options	
1 x Full Payment	Full payment on 1st October this year
2 x Equal Payments	1st payment on 1st October this year, 2nd payment 1st March
3 x Equal Payments	1st payment on 1st October this year, 2nd payment 1st March, 3rd payment 1st June

SCHEDULE B

Deposit Refund Policy

Campus Lodge shall hold the Deposit throughout the tenancy as security for the compliance of the Tenant with their obligations under the Rental and Service Agreement. The Deposit will not bear interest. The Deposit is refundable at the end of the tenancy, or upon cancellation of your Service and Residence Agreement, providing the conditions set out below are met.

1. The Tenant booked and attended the checkout of their room and the premises with a Campus Lodge representative.
2. Proof of banking details for repayment of the deposit balance was provided at the checkout inspection
3. The inventory items were all present and in the original working condition
4. The maintenance and cleanliness of the room and premises met the original condition
5. The checkout form is completed and signed by the Tenant and the Campus Lodge Representative

If the Tenant fails to book or attend the checkout inspection. Campus Lodge reserves the right to complete the inspection, list any shortfalls and make the appropriate deductions from the deposit and the Tenant will have no recourse in this regard.

The maintenance and cleaning costs identified in the checkout inspection will be deducted from the Tenant's Deposit. Any other amounts due for excess utility usage will also be deducted from the Deposit before it is refunded.

The Deposit will be refunded within 14 Business Days after formal checkout, provided the above conditions have been met. The Deposit will be refunded to the bank details confirmed at the checkout.

SCHEDULE C

Cancellation Policy

At Campus Lodge we work hard to ensure the Tenants stay is comfortable and enjoyable. However, should the Tenant for any reason decide to cancel the Agreement, or breach a clause in the Agreement and fail to remedy the breach in terms of clause 13 or 14 of the Agreement, this Cancellation Policy will come into effect.

Any outstanding utility or other liability must be settled before cancellation of this Agreement

Cancellation Scenario	Policy / Financial Impact
Applicant cancels before signing the Rental and Service Agreement	Rental and Service Fee payments returned Deposit returned subject to Deposit Refund Policy
Cancellation occurs after signing the Agreement but before the 1st November of year prior to the tenancy beginning	Rental and Service Fee payments returned Penalty fee of R7500 Balance of Deposit returned after Penalty fee deduction
Cancellation occurs after signing the Agreement and the 1st of November but before the 1st of June of the year of the tenancy	Penalty fee of R7500 if the Tenant finds a suitable replacement for the rest of the contract period. If no suitable replacement is supplied then the Penalty will be R7500 plus 50% of the fees for the remaining period of the contract. The deposit balance will be returned subject to the refund policy and after being credited against any outstanding fees
Cancellation after the 1st June of the year of the tenancy	Penalty fee of R7500 if the Tenant finds a suitable replacement for the rest of the contract period. If no suitable replacement is supplied then the cancelling Tenant is liable for 100% of the Rental and Services fees for the remaining term of the Agreement. The deposit balance will be returned subject to the refund policy and after being credited against any outstanding fees.

Note: In all the above scenario's the administration fee remains non-refundable

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SCHEDULE D

Campus Lodge Tenant / Student Rules

VISITORS

All visitors must adhere to the campus lodge tenant rules. Tenants are responsible for their visitors and their behaviour. Tenants must accompany their visitors at all times and ensure that they understand and abide by the Campus Lodge Rules. Overnight guests are not permitted

SMOKING

The country's smoking laws apply strictly to the house and premises. Smoking is strictly prohibited in the house, it's rooms and any of the communal areas, lounges, hallways, corridors, stairwells, bedrooms or internal courtyard areas. This is for the well-being of all residents and the fabric of the house itself.

VEHICLES

Tenants only are allowed to keep one vehicle / motor bike / moped on the premises. The details of this vehicle must be registered with Campus Lodge. Each tenant is allowed one vehicle / Motor bike / Moped. All vehicles must be kept in a road worthy state and any alarm systems should be reliable and not cause a disturbance to other residents or neighbours. Any damage caused to the paving by leaking fluids, to the structure of the Premises, fences, gates or other vehicles will be for the account of the individual concerned. Parking on the Premises by visitors is strictly forbidden. All vehicles are parked on the Premises at the owner's own risk and Campus Lodge will not be held liable for any loss or damage to any vehicles on the Premises.

BICYCLES

Campus Lodge has safe and secure bicycle storage areas. Bicycles must not be parked or stored in any communal / shared area, room or inside the house.

The tenants are solely responsible for protecting their bicycles by always locking them in the designated bicycle storage area.

RE-CYCLING REFUSE DISPOSAL

At Campus Lodge we are keen to do as much as we can for the environment. Therefore, only the allocated municipal refuse bins should be used. For the purposes of recycling paper, plastic and glass bottles should be separated into the supplied bins. Uncooked organic waste should be separated and where appropriate disposed of in the composter in the garden.

Refuse must never be left in the hallway, the house or on the Premises at any time.

NOISE / RESPECT FOR OTHERS

Out of consideration for fellow tenants and neighbours it is essential that the "Quiet Time" between 2200hrs and 0800hrs is strictly observed. During the daytime hours all tenants must be considerate and refrain from making excessive noise using excessively loud audio / media equipment.

LAUNDRY, WASHING AND DRYING MACHINES

Tenants must always use the washing and drying machines responsibly and treat them in a way that ensures their longevity.

Clothes must be removed from the machines as soon as the cycle has finished. In the interest of minimizing the use of electricity laundry should be dried on the outdoor laundry lines provided. In consideration for the visual impact please do not hang laundry out of windows or from fence lines.

It is essential for the Tenants convenience and for protection of your deposits that tenants immediately report any defects or ill use of the machines to the Campus Lodge team.

ROOMS

The rooms, furniture, fittings and equipment must be treated with care and respect and handed back at checkout in the same condition as at check-in.

Each Tenant will be held accountable and must:

- Keep their allocated room clean and tidy;
- Ensure that the Room and Premises are kept secure from intrusion of unauthorized persons;
- Wash any dirty pots, pans and cutlery only in the kitchen sinks provided;
- Notify the Campus Lodge team immediately of all repairs or maintenance requirements.

Tenants are individually and jointly accountable to:

- Not allow any sleepovers.
- Not allow anyone else to stay in the allocated room when the Tenant is not there.
- Never sublet, or assign the whole or any part of, the Room or any of our rights under the Service and Residence Agreement, nor part with the possessions, or share occupation, of the Room.
- Not alter or damage the Room or Room Inventory.
- Not damage or mark or change the decorative finish of the Room.
- Not use nails or press stick to attach or hang items on the walls.
- Not remove any Room Inventory items.
- Not attempt to carry out any repairs or maintenance work to any part of our Room, the Building or Premises.
- Not tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
- Not use any Room, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal or immoral.
- Not bring any of the following items into the rooms without the prior written consent of Campus Lodge: Upholstered furniture, Heating equipment, Any other electrical equipment

CARE OF THE SHARED AREAS

Tenants will be held individually and jointly accountable to:

- Keep Shared Areas in a clean, tidy and hygienic condition.
- Ensure that the Building and Premises are kept secure from intrusion of unauthorized persons (including shutting of windows and doors when you leave).
- Prepare and cook food only in the shared kitchens provided or at the braai area.
- Clean the braai and surrounding area immediately after use.
- Notify Campus Lodge immediately for any repairs or maintenance request.
- Not alter, damage, litter or obstruct the use of the Shared Areas, the Building or the Premises.
- Not damage or mark or change the decorative finish of the Shared Areas.
- Not remove any items provided in the Shared Areas.
- Not attempt to carry out any repairs or maintenance work to any part of the Building.
- Not tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
- Not use any communal area, Building or Premises, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal or immoral.

SWIMMING POOL

Campus Lodge is one of the few student houses with a swimming pool. We are able to keep it in use in these times of severe water restriction through the use of rain water capture systems and an anti-evaporation cover. The pool is serviced weekly by a professional pool service company.

Tenants have access to the pool for their own use only and must:

- Remove and replace the cover immediately before and after swimming
- Not attempt to swim under the cover or jump onto it
- Wear only purpose made swimming attire
- Not drink or consume any beverage or food in the pool
- Not run, jump or dive into the pool
- Avoid using the pool if you have the flu, open wounds or warts
- Not tamper with the pool filtering /pump systems

DRUG USE (ZERO TOLERANCE)

The unlawful use, manufacture, distribution or selling of illegal drugs or narcotics by Campus Lodge Tenants is absolutely forbidden and Tenants must always comply with all relevant legislation, and other legal requirements, of South Africa.

- Tenants must report to Campus Lodge the presence of any illegal drugs or substances on the Premises.
- The possession and/or use of prohibited substances are against the law and will be treated and reported as a felony.
- The possession and or use of prohibited substances are against the law and will be treated and reported as a felony and a breach of the Service and Tenant Agreement.
- Anyone caught in violation of this requirement will be required to vacate their Rooms and the Premises forthwith

VIOLENCE, VANDALISM, DAMAGE, MISUSE, HARASSMENT OR THEFT (ZERO TOLERANCE)

Tenants must never:

- use, threaten, harass or commit any violence against any other student, visitor or Campus Lodge staff member.
- cause any harm, damage, distress, disturbance or annoyance to fellow students, either verbally, physically or to their property.
- damage, misuse or tamper with any of the furniture or equipment that Campus Lodge provides.
- vandalize any Campus Lodge property, on the Premises or in any Room, Communal or Shared area.
- steal.
- commit any form of harassment on the grounds of race, religion, sex or disability.

Should anyone be found guilty or caught in violation of these requirements, they will be required to vacate their Rooms and the Premises forthwith.

BANNED ITEMS AND ACTIVITIES

Tenants will not bring onto, store, keep or use within the Room, Communal Areas or Premises any of the following:

- Animals or pets of any description;
- Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
- Weapons or imitation weapons of any form;
- Install any wireless or television pole, aerial, satellite dish or apparatus on the Building.

Tenants will not act or fail to act in a way which will or may result in any policy of insurance in respect of the Buildings become void or voidable or whereby the premium or excess therefore and therein may be increased.

Tenants will not run a business from the Room, Building or Premises.

EMERGENCY EQUIPMENT

Tenants must :

- always care for and respect the safety of their fellow students.
- never use the emergency equipment, fire extinguishers, smoke detectors or fire hoses for any other purpose than an emergency.
- never misuse a fire alarm activation or, in any way, intentionally activate a fire alarm.

If the emergency equipment is used for any other purpose, Tenants will be liable for the full replacement cost and any call-out fees.

SECURITY

Before Tenants leave Campus Lodge they must always make sure that the following gates are closed:

- the entrance gates are closed before we drive off;
- the pedestrian gates are closed before we walk away;
- the doors and gates to the house are closed and locked before we walk away;
- the garage doors are closed and locked before we walk away;

Tenants must never open any gate to any unknown person at any time.

ELECTRICITY USAGE AND EQUIPMENT

Tenants must never bring the following high-electricity- usage items into our room:

- Air conditioner
- Electric heater

Any unusually high electricity users will be fined R500 for each offence.

Tenants must not tamper with any electrical installation or electronic installation.

Security camera's, electronic entry systems, alarm systems are all installed for the safety of Tenants and the security of the premises. Tenants are required to immediately report any faults or usage problems to the Campus Lodge staff.

Any Tenant tampering or abusing with safety and security equipment will be deemed in violation of their contract.

NON-COMPLIANCE AND PENALTIES

Campus Lodge Tenants can report any fault or non- compliance of the Campus Lodge Tenants Rules to Campus Lodge by:

- Calling 082 331 8827
- Sending an email to phoebe.vr14@gmail.com
- On receipt of any complaints, Campus Lodge will investigate each complaint thoroughly. Should the complaint be valid, Campus Lodge reserves the right to impose the following penalties:
 - 1st violation:- Impose a fine of R500.
 - 2nd violation:- Impose a fine of R1,000
 - 3rd violation:- Campus Lodge will terminate the Agreement in accordance with clause 14 of the Agreement.

Campus Lodge will charge the fine to the Tenant's monthly account.

If Campus Lodge, in its sole discretion, believes any transgression of the Campus Lodge Tenants Rules is of such a serious nature that it constitutes a breach of the Tenancy and Service Agreement, without any previous complaints having been lodged against the Tenant, Campus Lodge may terminate the Tenancy and Services Agreement and/or take such legal steps as Campus Lodge deems fit.

SCHEDULE E

RENTAL AND SERVICES AGREEMENT DETAILS / SIGNATURE PAGE

LANDLORD'S DETAILS	
Full Name	Campus Lodge (Proprietor Mrs Phoebe Van Reenen I.D No. 6602140072080)
Address	2 Hospital Street, Stellenbosch, 7600
Contact No.	+27 (0)823318827
Email	phoebe.vr14@gmail.com
Bank Details	P. van Reenen, Capitec Bank code: 470010 Account No. 1642742676 (Please use Tenants last name.as reference)

TENANT / STUDENT DETAILS	
Full Name	
Address	
SA I.D / Passport No. (international)	
Mobile Phone No.	
Email	
Bank Details	

SPONSOR DETAILS	
Full Name	
Address (domicilium citandi et executandi address)	
SA I.D / Passport No. (international)	
Date of Birth	
Mobile Phone No.	
Email	
Bank Details	

ROOM / RENTAL DETAILS	
Room	
Property	Campus Lodge, 2 Hospital Street, Stellenbosch.7600
Tenancy / Occupation Period	
Rental and Services Fees	
Deposit	R15,000
Payment Option (indicate with X)	
1 x Full Payment <input type="checkbox"/>	Full payment on 1st October this year
2 x Equal Payments <input type="checkbox"/>	1st payment on 1st October this year, 2 nd payment 1 st March
3 x Equal Payments <input type="checkbox"/>	1st payment on 1st October this year, 2 nd payment 1 st March, 3 rd payment 1 st June
Services included in the rental and services fees	Onsite parking, WiFi, Municipality tax, capped water and electricity allocation, cooking gas, twice a week cleaning of room and five times a week cleaning of communal areas, pool and garden service

By signing this Signature Page, all parties confirm they are familiar with the content, terms and conditions of the Rental and Services Agreement including all the Schedules A,B,C,D and E and that they accept and agree to be bound thereto. The Tenant and Sponsor hereby agree that they are jointly and severally liable to meet all the aforementioned conditions. The Tenant and Sponsor hereby consents and authorizes the Campus Lodge to contact, request and obtain information from any referee, credit provider or registered credit bureau relevant to an assessment of behavior, profile, payment patterns, indebtedness, whereabouts and creditworthiness.

Accepted and Signed at(Location) this.....day of.....20.....

Tenant / Student Name: Tenant / Student Signature:.....

Accepted and Signed at(Location) this.....day of.....20.....

Sponsor Name;..... Sponsor Signature:.....

Accepted and Signed at(Location) this.....day of.....20.....

Landlord Name:..... Landlord Signature:.....