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## OFFER TO LET

which constitutes an

### AGREEMENT OF LEASE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_,

between the following parties:

Landlord(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

If the landlord is the agent of the owner, the owner's name and address are \_\_\_\_\_

\_\_\_\_\_

Students/Tenant(s): \_\_\_\_\_

Student Number: \_\_\_\_\_ Student ID Number: \_\_\_\_\_

Program of Study: \_\_\_\_\_ Campus: \_\_\_\_\_

Cell Phone No(s): \_\_\_\_\_

Student Home Address: \_\_\_\_\_

\_\_\_\_\_

**Property:** The property leased by the landlord to the tenant(s) is located at:

\_\_\_\_\_

\_\_\_\_\_

#### 1. **DEFINITIONS & INTERPRETATIONS**

**1.1 "Administration fee"** means the amount paid by the tenant for the preparation and initiation of this agreement which is non-refundable

**1.2 "Agreement"** means the schedule of the Conditions of Lease set out in this document.

**1.3 "Approval"** means the approval and authorisation granted and confirmed in writing by the duly authorised signatories of the Landlord or its agent

**1.4 "Commencement Date"** means, notwithstanding the Date of Signature, the date as recorded in this agreement

- 1.5 **"Common area"** means staircases, stairwells, lifts,/elevators, toilets not specifically designated for the tenant's exclusive use which are not rentable
- 1.6 **"Date of Signature"** means the date on which this Agreement is last signed by the Parties
- 1.7 **"Expiry Date"** means the date as recorded in this agreement
- 1.8 **"Landlord"** means the owner of the property and its authorized agents
- 1.9 **"Lease Period"** means the period for which this lease continues, including any period for which it is renewed;
- 1.10 **"Month"** means a calendar Month, and more specifically:  
in reference to a number of Months from a specific date, a calendar Month starting on that date or the same date of any subsequent Month; and in any other context, a Month of the calendar, that is, one of the 12 Months of the calendar; and •
- 1.11 **"Property"** means together with the Buildings and all other improvements to or upon the Property;
- 1.12 **"Rates"** means the assessment Rates payable on the Property which excludes, but not limited to, refuse removal charges, sanitary fees, charges for water, electricity and gas;
- 1.13 **"Rent"** means the Rental the Lessee must pay to the Lessor for the lease of the Property;
- 1.14 **"Student"** Means the tenant
- 1.15 **"Tenant"** means the student renting from the landlord
- 1.16 **"Year"** means a period of 12 consecutive Months starting on the date on which this lease comes into operation or any anniversary of that date;

2. **ACCEPTANCE**

This offer shall become a final and binding agreement of lease upon acceptance hereof by the Landlord within thirty (30) days of signature hereof by the Tenant, without the Tenant having to be notified of same, and is irrevocable until then.

2. **COMMENCEMENT AND DURATION**

- 2.1 This lease shall commence on \_\_\_\_\_ ("the commencement date") and shall endure until \_\_\_\_\_ ("the initial period").
- 2.2 This is a student accommodation agreement and the agreement can only end after the period specified above. In the event that the agreement is terminated prematurely by the tenant, the tenant will still be liable to pay for the remaining period as per the tenure of the agreement.
- 2.3 Notwithstanding 2.1, the Tenant shall have the option to renew this lease for a further period of \_\_\_\_\_ months, provided that it gives the Landlord notice in writing of its intention to so exercise its option, at least two calendar months prior to the expiry of the initial period. Should the Tenant exercise its option as provided for herein, then this lease shall be renewed on the same terms and conditions, save that the monthly rental payable by the Tenant to the Landlord shall be an amount equivalent to that payable in the final month of the initial period.
- 2.4 Notwithstanding 2.1, should the premises not be available for occupation by the Tenant for any reason whatsoever on the commencement date, the Tenant shall be obliged to take occupation of the premises on the date on which the premises do so become available for occupation. This shall not constitute a breach of the lease nor entitle the Tenant to claim damages and the commencement date and the initial period of the lease shall be extended for a corresponding period.

3. **RENT**

- 3.1 The monthly rental is payable monthly in advance, on or before the first day of each and every month, without deduction or set-off for any reason, into such account as the Landlord may nominate from time to time.
- 3.2 The monthly shall be R\_\_\_\_\_ per month, due and payable on the 1<sup>st</sup> day of each month. In the event that rent payments are not made or are not made in full on the first day of the month, a 10% charge of the outstanding balance for the current month will be charged against the student/tenant. Student/Tenants will be notified immediately of each late payment charges.

4. **ADMINISTRATION FEE**

- 4.1 The Tenant shall, on date of its signature hereof, pay to the Landlord an amount of R\_\_\_\_\_ ( \_\_\_\_\_ ) by way of an administration fee.
- 4.2 The payment shall be retained by the Landlord and will not be refunded even after the expiration of the lease agreement.

5. **TENANT'S OBLIGATIONS**

- 5.1 The Tenant shall utilize the premises only for residential purposes.
- 5.2 The Tenant shall not utilize the premises improperly not in a manner calculated or likely to cause damage to the premises or to constitute a nuisance to, or an interference with, the use and enjoyment of neighboring premises or properties.
- 5.3 The Tenant shall comply strictly with, and shall not permit the contravention of:
- 5.3.1 the provisions of any statute, law, ordinance by-law or regulation;
- 5.3.2 the provisions of any conduct rule, house rule or the constitution of any homeowner's association as may be applicable to the premises, or to the use or occupation thereof.
- 5.4 Should there not be any conduct rule, house rule, constitution or law applicable to the premises that limits the number of persons that may occupy the premises, then it is agreed that the premises may be occupied by no more than \_\_\_\_\_ persons.
- 5.5 The Tenant shall be obliged to promptly repair and to maintain both the interior and exterior of the premises in good order and condition and to make good all damage thereto and to return the premises to the Landlord on the expiry or other termination of the lease, in good order and condition, fair wear and tear excepted.
- 5.6 The Tenant shall be obliged to:
- 5.6.1 inspect the premises jointly with the Landlord prior to taking occupation thereof;
- 5.6.2 notify the Landlord of any defects in the premises within fourteen (14) days of the commencement date, failing which the premises shall be deemed to have been in good order and condition as at the commencement date.
- 5.7 The Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions to the premises. Any alterations, improvements or additions made to the premises shall become the property of the Landlord and may not be removed from the premises upon the expiry or termination of the lease or at any other time, unless the Landlord so directs in writing, in which event the Tenant shall attend thereto at its cost. The Landlord shall not be obliged to pay any compensation to the Tenant for any alterations, improvements or additions made by the Tenant to the premises.
- 5.8 The Tenant shall not do or permit to be done, any act or thing which might result in, or constitute a breach of, any insurance policy over the premises, or in the increase of the insurance premiums payable in respect thereof.
- 5.9 Where applicable, the Tenant shall, for the duration of this lease, insure the contents of the premises, with a reputable insurer, for their full replacement value.
- 5.10 The Tenant shall not affix, nor permit to be affixed, any sign, advertisement or notice to the premises without the Landlord's prior written consent.
- 5.11 The Tenant shall be obliged to inspect the premises jointly with the Landlord within a period of three (3) days prior to the expiry of the lease.

6. **LANDLORD'S RIGHTS**

- 6.1 The Landlord, and/or any person authorized by him to do so, shall be entitled to enter and to inspect the premises at any reasonable time, on reasonable notice to the Tenant.
- 6.2 The Landlord shall be entitled to display a "To Let" sign on the premises from two months before the expiry of the initial period.
- 6.3 The Landlord shall be entitled to display a "For Sale" sign on the premises at any time.
- 6.4 The Landlord shall be entitled to terminate this lease in the event of the premises being sold.

7. **INDEMNITY**

The Landlord shall not be responsible for, and the Tenant indemnifies the Landlord against all claims arising out of:

- 7.1 Any interruption in any service supplied to the premises;
- 7.2 Any loss or damage to person or property on the premises;
- 7.3 Any unsuitability of the premises for the purposes for which they are let;
- 7.4 Any disrepair of the premises, or a portion thereof, from time to time.

8. **SUBLETTING**

The Tenant shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without the Landlord's prior written consent.

9. **BREACH**

9.1 The Landlord shall be entitled, without prejudice to its other or accrued rights, to cancel this lease forthwith in the event that:

- 9.1.1 The Tenant fails to pay the rental or any other amount due in terms of this lease on due date;
- 9.1.2 The Tenant breaches any of the other terms or conditions hereof, all of which are material, and fails to remedy same within seven (7) days from date of receipt of written notice calling upon it to rectify such breach;
- 9.1.3 The Tenant commits an act of insolvency.
- 9.1.4 There is a transfer of the shareholding or members' interest in the Tenant (if applicable) without the Landlord's prior written consent thereto.
- 9.1.5 The Tenant, being an individual, dies.
- 9.1.6 The Tenant, being a partnership, dissolves.

9.2 In the event of this lease expiring or otherwise terminating and in the event of the Tenant failing to vacate the premises and to redeliver possession thereof to the Landlord thereupon, the Tenant shall be obliged, for so long as it remains in occupation, to continue to pay to the Landlord an amount equivalent to the rentals and other charges as would have been payable by the Tenant to the Landlord had the lease remained in existence, which amount shall be regarded as damages for holding over.

9.3 Should the Tenant fail to make payment of any rental or other amount payable to the Landlord in terms of this lease on due date, the Landlord shall be entitled, without prejudice to its rights, to charge interest of 10% on outstanding amount for the current month.

10. **CAPACITY OF PARTIES**

Should:

10.1 the Tenant be a company, close corporation, trust or a principal represented herein by an agent, the person/s signing this offer on behalf of the Tenant hereby binds himself/themselves in favour of the Landlord as surety for, and co-principal debtor with,

the Tenant for the due and proper discharge of all of the Tenant's obligations arising from this agreement.

10.2 this agreement be signed by a person acting in his capacity as a trustee for a company or close corporation to be formed, such person in his personal capacity shall be personally liable as Tenant under this agreement unless the company or close corporation is formed and fully adopts and ratifies the terms of this agreement within thirty (30) days of acceptance hereof by the Landlord and: -

- 10.2.1 shall until the proposed company or close corporation is formed and fully adopts and verifies this agreement, be and have the rights and obligations of the Tenant hereunder; and
- 10.2.2 never the less binds himself by his signature hereto as surety and co-principal debtor in solidum, jointly and severally with such company or close corporation in favour of the

Landlord, for the due fulfillment of all the obligations of such company or close corporation arising herefrom.

- 10.3 the Tenant consist of more than one person or party, their liability to the Landlord in terms of this lease shall be in solidum.

11. **DOMICILIUM CITANDI ET EXECUTANDI**

11.1 The parties hereto respectively choose *domicilia citandi et executandi* at their respective addresses as set out in the preamble hereto for the delivery of all notices and the service of all process arising out of this agreement.

11.2 Any notice delivered by one party to the other at the addressee's *domicilium citandi et executandi* , shall be deemed to have been received by the addressee on the date of delivery.

12. **GENERAL**

12.1 This agreement constitutes the entire agreement between the parties and no variation, amendment or cancellation hereof shall be of any force or effect unless reduced to writing and signed by all parties.

12.2 Any latitude, relaxation, indulgence or extension of time which may be allowed by the Landlord in respect of any matter or thing that the Tenant is bound to perform or observe in terms of this lease, shall not under any circumstances be deemed to be a waiver of the Landlord's rights at any time. The Landlord is entitled, without notice, to require strict and punctual compliance with each and every provision or term herein.

12.3 In this agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing business shall include corporate bodies.

12.4 The Tenant acknowledges that this offer to let and its consequences have been explained and that it is fully aware of all of the implications hereof.

12.5 The Landlord gives no warranty and makes no representations in regard to the premises nor does the Landlord warrant that the premises will be fit for any purpose and the Tenant acknowledges having inspected the premises prior to taking occupation thereof.

12.6 A certificate under the hand of the Landlord as to the indebtedness of the Tenant to the Landlord, shall be *prima facie* proof of the Tenant's indebtedness to the Landlord.

12.7 In the event that the Landlord takes legal action against the Tenant because of a breach by the Tenant of its obligations in terms of this lease, the Tenant shall be liable for all legal costs incurred by the Landlord on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

12.8 The Landlord shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the Tenant's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

12.9 The Tenant hereby authorizes the Landlord to furnish credit information concerning the Tenant to any credit bureau, or to any credit provider seeking trade references concerning the Tenant; and to request information concerning the Tenant from any credit bureau, or from any credit provider, in order for the Landlord to conduct a credit assessment or affordability assessment in respect of the Tenant and/or to trace the Tenant.

THUS DONE AND SIGNED BY THE **TENANT** ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

Tenant name \_\_\_\_\_

ID No \_\_\_\_\_

Signature \_\_\_\_\_

**AS WITNESSES:**

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

ID No \_\_\_\_\_

Signature \_\_\_\_\_

THUS DONE AND ACCEPTED BY THE **LANDLORD/AGENT** ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

Landlord Representative/Agent \_\_\_\_\_

ID No \_\_\_\_\_

Signature \_\_\_\_\_

**AS WITNESSES:**

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

ID No \_\_\_\_\_

Signature \_\_\_\_\_

## IMPORTANT NOTICE

The completed application form must be sent by email to [info@hillcrosscollege.com](mailto:info@hillcrosscollege.com)

**PARENT/SPONSOR CONSENT AND DECLARATION**

Sponsor/Parent Name:.....

Sponsor/Parent Address:

.....  
 .....  
 .....

Sponsor/Parent Cellphone Number: .....

Sponsor/Parent email: .....

**Consent & Declaration**

I, .....(sponsor/Parent name)

ID/Passport number.....(sponsor/Parent ID number)

Hereby declare to the College that I will be equally liable in respect of the financial implication of the **“Lease Agreement”** contained herein and also be financially responsible in respect of

.....(student name)

ID/Passport number.....(student ID number)

for all tuition fees and relevant additional expenses as per his/her study at the College.

The student is my:

<b>Son</b>	<b>Sister</b>	
<b>Daughter</b>	<b>Brother</b>	
<b>Niece</b>	<b>Step-Child</b>	
<b>Nephew</b>	<b>Grandson</b>	
<b>Cousin</b>	<b>Granddaughter</b>	
<b>Other specify</b>		

I have read and understood the college's rules and regulation including the study contract.

Thus, done and signed at ..... (town/city/location) on the ..... day of ...../20\_\_\_\_\_

Signature.....