

HOUSE RULES

FOR

136 DIAKONIA AVENUE STUDENT ACCOMMODATION

1. LEASE TERMS AND CONDITIONS

The lease shall start on the Lease start date (01 September 2013) and terminate on Lease end date (30 November 2013) set out in Section 1 of the Lease Agreement. The Lease is for a fixed term period without variation, cancellation or early termination options, save for the breach of the contract whereby a written notice of 7 days will be issued.

2. RENTAL PAYMENTS

Rental shall be payable for the period of lease and is the monthly rental as stated in the lease. All rentals are due on or before the first of each month. The rental is payable into the Landlord's bank account as stated in Section 2.2 of the Lease Agreement. Non-payment of rentals results in breach of contract.

3. USE OF PREMISES

The Premises shall only be used for residential purposes only and for no other purpose whatsoever and the lease shall not allow any disorderly conduct on the premises. The Tenant shall not sublet, nor allow any person to unlawfully occupy the premises. The premises shall be kept conducive to study at all times.

4. OPERATING HOURS

The main doors will be open every morning from 06h00 until 20h00. Entrance to and exiting the building outside these hours will only be permitted through prior arrangements with the Security Guard on duty.

5. INSURANCE

The Tenant is responsible for insuring his/her person and personal effects and the Landlord shall not be responsible for any loss or damage or any personal injury suffered by the Tenant or his/her visitors in the building, irrespective of whether such a loss is due to natural cases or any other cause whatsoever.

6. INDEMNITY

The Landlord or its employees shall not be liable for any damages, injury, loss of possessions or loss of life caused by the Tenant or the Tenant's visitors for any reason whatsoever. The Tenant indemnifies the Landlord against any loss or damages that the Tenant may suffer in consequence of

any act of the Tenant, the Tenant's guests, visitors or against any loss or any damage that the Landlord may suffer as a result of non-compliance by the Tenant with any provision of the lease agreement or house rules.

7. LANDLORD'S ACCESS

The Landlord shall be entitled at all reasonable times to enter the premises to inspect the condition of the unit at least once a month and with its maintenance team to execute any repairs to the premises. This will be done by prior arrangement.

8. BREACH

In the event of the Tenant failing to pay the rental by the 1st day of the month and fails to make payment within 4 days (or such longer reasonable period to which the Landlord consents) then in either event it shall be lawful for the Landlord to:

- i) cancel the lease and may appropriate the deposit towards any rental due or arrear rental;
- ii) ensure the Tenant vacates the premises with immediate effect.

9. UTILITY, WATER AND ELECTRICITY

Included in the rental is the amount allocated for the use of utilities and water. Electricity account will be for the Tenant's own account as all units have pre-paid metres. In order to maintain the level charged we ask you to use only the minimal amount required. Please ensure that all taps are closed after use and power is switched off when not in use or any time one leaves the room. Water should be used sparingly, all Tenants are requested to report all leakages to the caretaker as soon as they are noticed.

10. PEACE AND QUIET

Serious and disorderly behaviour leading to the disturbance of other Tenants may result in the termination of the contract. **Playing of music at very high levels is strictly forbidden.** The Landlord reserves the right to confiscate any musical equipment in the event of the Tenant not adhering to the rules. Such equipment shall only be returned to the owner at the end of the lease period. Shouting and calling out loud is unacceptable.

11. CARE OF THE ROOMS AND BUILDING SURROUNDINGS

The Tenant is required to keep his/her room clean and tidy at all times. The furniture in the Tenant's room may not be moved / removed from the Tenant's room at all. All the rooms shall be inspected on a regular basis. Any damage found to the Tenant's room will be billed to the Tenant and the Tenant shall make payment within 7 days of being presented with an invoice. The Tenant will ensure that prior to leaving at the end of the lease period, the room is clean. No posters or other items may be permanently affixed to the walls or furniture of your rooms or any part of the building which is not the notice board. Clothes or other items may not be hung from the windows of the building.

12. DRUGS, SMOKING, AND ALCOHOL

The property is a smoke free building. The use of drugs, smoking and drinking is strictly prohibited within the Tenant's room and all the common areas of the building. Consumption and storage of alcohol is not allowed in the Tenant's room or in the building. Should alcohol or any form of drugs be found in the Tenant's possession, a R500,00 fine will be imposed and the Landlord reserves the right to immediately terminate the Lease Agreement.

13. SAFETY AND SECURITY

The Landlord will not be held responsible for any losses incurred by the Tenant whilst residing on the premises. The Tenant is therefore advised to take due and proper care of his/her property by ensuring that his/her room is kept locked when not inside at all times and that the locks are locked at all times. The keys must always be safely kept and never given to anyone. Lost keys will lead to the issuing of new keys and the Tenant will bear the cost of the new key. The Tenant is prohibited from tampering with any security or fire fighting equipment as it is a serious offence. Naked flames are a potential hazard so candles, oil lamps etc are not acceptable. Firearms or any form of weapon is strictly forbidden. Group meetings or demonstrations are strictly forbidden.

14. VISITORS

Visitors are welcome between 10h00 and 20h00 provided that visitors adhere to the house rules and the lease agreement. The Tenant is not allowed to have more than two visitors at any given time. Visitors are required to report to security where the Tenant will collect them from. Visitors will be required to leave their form of identification with the security guard prior to being allowed access into the building. Visitors are not allowed to remain in the building without the Tenant's presence. You will be liable for any damages caused by your visitor.

VISITORS HAVE ACCESS TO THE BUILDING FROM 10h00 TO 20h00.

Sleeping overnight is not permitted. The Landlord reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, and/or visitors' behaviour is disruptive or inappropriate.

Acknowledged and Signed by:

Tenant's Full Name and Surname _____

Signature _____ Date Signed _____