



## **ACCOMODATION CONTRACT AGREEMENT**

### **ENTERED BETWEEN PARTIES:**

**Mpilo Royal College**

**And**

**The Student referred below**

**APPLICANT FULL NAMES: MR/Ms/Mrs.....**

**APPLICANT SURNAME:.....**

**APPLICANT ID NUMBER:.....**

Contact Details:...../.....

Physical /Home Address:

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

**DATE OF APPLICATION & ACCEPTANCE:.....**

Guardian Full Name/s: .....

ID Number: .....

Contact Details: .....

Physical Address:

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

**DATE OF APPLICATION & ACCEPTANCE:.....**

**Contract Duration: Twelve Months (12 months)**

**Purpose: Students Shared Campus Accommodation apartments**

## **RESIDENCE APARTMENT PHYSICAL ADDRESSES:**

**158 Albertina Sisulu Street  
Markwell House  
Marshalltown  
Johannesburg  
2001**

### **ADMINISTRATION**

**Administration fee of R2000 is payable upfront before occupying the residence and it is non refundable.**

**Monthly Rental Instalment: R2 500 to be paid in full on or before the 1st of every month.**

**ALL PAYMENTS SHOULD BE DONE TO THIS BANK ACCOUNT:**

**Monthly Rental Instalment: R2 500 to be paid full on or before due date of 1<sup>st</sup> of every month.**

**ACC HOLDER:** Mpilo Royal College

**ACCOUNT NUMBER:** 1022300326

**Bank:** Nedbank

**BRANCH:** BALFOUR PARK MALL

**BRANCH CODE:** 151105

**REFERENCE:** SURNAME, INITIALS and ROOM NUMBER

**Payment Due Dates:**

- 1<sup>st</sup> day of every month for 12 months

**Letting Periods:**

- From:..... to .....

[OR]

**Period of Residence:**

- From...../...../ 20..... To ...../...../ 20.....

**Allocated Shared Room Number:.....**

This **Contract Agreement** is a legally binding obligations between Mpilo Royal College and the Student. The Student is advised to read this contract agreement carefully and make sure you understand all the terms before you attempt to sign. The guardian is also advised to read through before endorsing the signature of responsibility of paying the below named amounts. This Contract is governed by English law which international students may find quite different to the law which applies in their own country. Kindly consult if you need any clarity regarding this contract agreement document before signing.

**Accommodation:** A shared Residence to be allocated to the Student by Mpilo Royal College.

**Common Parts:** any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of Mpilo Royal College's property which are necessary for the purpose of gaining access to the Accommodation.

**Contents:** the fixtures fittings and equipment in the Accommodation and Residence listed on the inventory attached to this contract – specific to each residence.

When the offer of Property is accepted; exceptions to this include sponsored students whose administration fee is paid by the sponsoring institution. If the admin fee is not paid within seven (7) days of signing the contract of the residence, Mpilo Royal College shall have the option of cancelling the contract by advising the student that it intends to cancel it; and in that event the student will have no right to occupy the residence. Mpilo Royal College also reserve the right to take legal action to recover any debt with interest and it should be recognised by the student that such action could make it difficult for the student to rent other accommodation. If for any reason, the student withdraws from Mpilo Royal College accomodation, they must advise Mpilo Royal College staff in writing. If the student, having arrived, subsequently withdraws from Mpilo Royal College accommodation on or after the start date of the outstanding charges for rent and/or damage to the residence must be paid.

- Lost key is charged at **R200**

**Students Rights:**

- (a) to occupy the Accommodation
- (b) to use the Contents responsible
- (c) to use the Common Parts
- (d) to use the Services

**Services:**

- (a) repair of the all non functioning of electrical appliances within the residences
- (b) lighting the Residence.
- (c) providing hot and cold running water to the Residence on a cap ration.
- (d) providing an electricity supply to the Residence on a cap ration.

**Mpilo Royal College agrees to grant the student and the Student agrees to take the Rights for the Period of Residence on the conditions set out in this Contract agreement.**

**1.0 Student's Obligations**

1.1 To pay the Residence Fees to Mpilo Royal College **by EFT** in advance on or before the 1<sup>st</sup> of every month.

1.1.1 I .....ID Number:.....  
agree to pay my residence fee before the deadline of 1<sup>st</sup> of every calendar month.

**1.1.2 If i fail to comply with all payment terms specified in this contract agreement, all services offered by Mpilo Royal College will be suspended until money owed is settled in full, if i fail to make payment in full I will be suspended from entering residence and attending classes.**

1.2 To check the inventory and report any discrepancy to Mpilo Royal College designated staff within 7 days of the start of the Period of Residence.

1.3 To keep Accommodation Contents and jointly with other students the Common Parts in a clean and tidy condition.

1.4 To leave Accommodation in a clean and tidy condition and return all keys to Mpilo Royal College at the end of the Period of Residence.

1.5 To allow Mpilo Royal College at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair and no notice being necessary in an emergency or where the need for repair was reported by the Student.

1.6 To comply with all applicable rules / legislation to avoid the Student's actions or negligence having an adverse effect on Mpilo Royal College or on the owners or occupiers of nearby residence.

- 1.7 To comply with Mpilo Royal College's Regulations made available to the Student.
- 1.8 To report to Mpilo Royal College designated staff/care taker as directed in the contract agreement any damage or repairs needed or failure of the Services immediately of becoming aware of it.
- 1.9 To pay Mpilo Royal College all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of contract including an administration/interest charge at **R200** for each late payment of rent.
- 1.10 Where damage or loss occurs at the Residence and it is not possible for Mpilo Royal College (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including **R150** administration fee per student.
- 1.11 Promptly to send Mpilo Royal College a copy of any communication the Student receives which is likely to affect the Accommodation or the Residence.
- 1.12 Must not alter, add to or do anything which may cause damage to the electrical installation or equipment in the Residence or which may be a fire risk or in any other way put the health and safety or security of others or Mpilo Royal College or other people's property at risk.
- 1.13 Must not put anything harmful or which is likely to cause blockage in any pipes or drains.
- 1.14 Must not remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation Common Parts, Residence or the Contents.
- 1.15 Must not bring additional furniture in to the Residence.
- 1.16 Must not use the Accommodation for any other purpose other than as a study bedroom
- 1.17 **Must not share the Accommodation or sub-let it or transfer occupancy to any person without written agreement with Mpilo Royal College Manager and overnight visitors are not allowed at all, on the conditions set out in this Residence contract agreement.**
- 1.18 Must not cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 1.19 Must not add to or change the telephone services to the Accommodation without Mpilo Royal College prior written consent and must not add to or change the information technology services installation or supply in the Accommodation.

- 1.20 Must not bring into the Residence any animal/pets unless it is an aid for a disabled person.
- 1.21 Must not park any vehicle on the Residence parking overnight without the written consent of Mpilo Royal College.
- 1.22 Must not cause any obstruction of the Common Parts.
- 1.23 Must not keep or store in the property any gas/oil heater or other fuel burning appliance, including candles.
- 1.24 To ensure that any rubbish is either deposited in the receptacle provided for the purpose in the Property or for kerbside collection on the due day.
- 1.25 In Residence, the use of personal kettles, irons is allowed.

## **2.0 Mpilo Royal College's Obligations**

- 2.1 Mpilo Royal College agree to maintain the structure of the residence and the fixtures and fittings for the supply and use of hot, cold water and electricity and to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.
- 2.2 Mpilo Royal College is responsible for ensuring that other fixtures, furnishings and equipment provided by Mpilo Royal College are safe and fit for purpose.
- 2.3 That the student paying rent and performing all the obligations on the student's part herein contained may quietly possess and enjoy the residence during the tenancy without any interruption from Mpilo Royal College or any person on Mpilo Royal College' behalf.
- 2.4 It is agreed that if the Property or any part thereof is unfit for use caused by fire or any defect or repair needed during the period of the tenancy, Mpilo Royal College will replace it at no cost to the student. This is dependent on the extent of the damage sustained and the time that the area is unfit for use. This clause will not apply if the cause of the damage is in any way the result of actions taken by the students and this to include any failure to notify the Landlords of repairs required.
- 2.5 To give due written notice of any intent to terminate the tenancy giving not less than 30 days notice.



- 2.6 On termination of the student, we will check the residence and assess any damage caused by student and the student will be charged for any damage.
- 2.7 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this Contract or where there is serious risk of harm to the Student or to Mpilo Royal College property.
- 2.8 Provide capped ration of cold and hot water and electricity.

### **3.0 Other conditions**

- 3.1 The Student is responsible for the conduct of any of his/her invited visitor(s) or any other third party that she/he give access to the property and Mpilo Royal College will not be responsible for any damages, claims and loses caused by the acts and/ or omissions of your visitors, occupants and / or any other third party.
- 3.2 The Student hereby authorises Mpilo Royal College to use his/her personal data for all lawful purposes in connection with this Contract (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Student or to others or to Mpilo Royal College property.
- 3.3 Mpilo Royal College liability for loss or damage to person or property is excluded unless the loss or damage is caused by Mpilo Royal College negligence or breach of its obligations in this Contract.
- 3.4 Mpilo Royal College is not liable to repair any damages caused by the Student and the cost of such repairs will be at student cost.
- 3.5 Mpilo Royal College may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them.
- 3.6 This Contract does not affect Mpilo Royal College's disciplinary powers.
- 3.7 Mpilo Royal College is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this Contract. Mpilo Royal College is entitled to remove any item left in the Residence by the Student at the end of the Period of Residence and shall not be obliged to return it to the Student.

- 3.8 Notices under this Contract must be in writing to Mpilo Royal College's address for service given on the first page of this Contract. All notices must be hand delivered to the accommodation care taker.
- 3.9 This Contract is not intended to confer any benefit to anyone who is not party to it.
- 3.10 This Contract contains all the terms agreed to by Mpilo Royal College and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the Accommodation Manager of Mpilo Royal College. Mpilo Royal College will confirm any agreed variation to the Student in writing at the time the variation is made.
- 3.11 Mpilo Royal College have no control over the supply of municipality services like water and electricity and you agree that you will not have any claim from us, including being entitled to cancel the lease or claim a reduction in rental for any suspension of or interruption of these services.
- 3.12 You will also have no claim or right of action against us, (except where you can prove gross negligence) where we unable to provide any amenities or facilities in or to the property, including the use of lifts.
- 3.13 Where our staff, agents and / subcontractors access the premises as aforementioned, you agree that we have no responsibility or liability for any loss or damage which may be caused to your property or personal items, unless we acted in gross negligence.
- 3.14 Only two visitors are allowed per student at a given time during the day and during the night we don't allow any visitors.
- 3.15 Room keys must be handed over to Mpilo Royal College care taker/management at all times when a student is going for holiday leave.
- 3.16 Each student must at all time safe guard his/her valuable belongings and also go with them when she or he goes to holiday leave.
- 3.17 Allow Mpilo Royal College Caretaker/Management to inspect rooms, room contents like washing machines, tvs, stoves, fridges, beds, wardrobes and tv decoders.
- 3.18 Partying is not allowed in the rooms and also partying with friends is not allowed at all.
- 3.19 Rooms must be kept clean at all times, used plates, cups and other utensils must be washed after every usage.

- 3.20 I agree that any outstanding accommodation fees or monthly rental not paid by me Mpilo Royal College will take up the matter with legal department in the form of attorneys or debt collectors to recover the money.

#### **4.0 Termination of this Contract**

- 4.1 Unless or Otherwise the Student has made arrangements with Mpilo Royal College for late arrival this Contract will automatically terminate if the Student has not taken up residence but the Student will be liable for the Residence Fee up to and including that date.
- 4.2 Mpilo Royal College may terminate this Contract at any time by serving notice on the Student if:
- 4.2.1 Any payment is **overdue by 14 days or more** or:
  - 4.2.2 The Student is in serious or persistent breach of any of the Student's obligations or:
  - 4.2.3 In the reasonable opinion of Mpilo Royal College, the health or behaviour of the Student constitutes a serious risk to him/herself or others or Mpilo Royal College's or other people's property
- 4.3 The Student may terminate this Contract at any time by serving a written notice on Mpilo Royal College, but unless the reason for termination is a serious or persistent breach of any of Mpilo Royal College obligations in this Contract the notice shall not become effective until:
- 4.3.1 The Student has complied with all their obligations up to the date of termination.
  - 4.3.2 If the student is terminating the contract she / he is liable to find a replacement tenant before the termination of signed contract and the replacement must be reasonable acceptable by Mpilo Royal College.
  - 4.4.3 Mpilo Royal College reserves the right to relocate the Student to comparable alternative to Mpilo Royal College accommodation during the Period of Residence where it is reasonable to do so.
  - 4.4.4 Where Mpilo Royal College relocates the Student because the Student is in breach of one or more of their obligations in this Contract or where the relocation is made at the Student's request, the Student shall pay the administration fee of **R200**.

## 5.0 House Rules

- 5.1 Students are required to maintain the premises in the same good condition that it was handed over on occupation. Students will be held responsible for any damages caused to the premises and contents by either the students or its visitors.
- 5.2 Fire hoses may not be used for any other purpose than for extinguishing fire. The cost associated with any unlawful usage, tampering or vandalising of any fire fighting equipment will be for the account of the students.
- 5.3 No garments or clothing items may be hung from the windows, balustrades or balconies. The designated washing line areas must be utilised at all times.
- 5.4 The use of any gas appliances or open flames in the premises is strictly prohibited.
- 5.5 The smoking of cannabis is not permitted in the rooms, common areas/ public areas and play areas.
- 5.6 The use of alcohol is not allowed in residence rooms.
- 5.7 All visitors must provide the security with a valid and original proof of identification when they complete the visitor's register (copies of identification documents are not acceptable).
- 5.8 Assault, insult, physical fighting and harassment of any kind to any student, individuals is not allowed. Any offence of any nature will result a student reported to police and a contract agreement be cancelled immediately.
- 5.9 Gentleman are not allowed at all in females/ladies rooms, any forceful entry is a breach of this contract agreement and any incident must be reported to police and a contract agreement be cancelled immediately.
- 5.10 Cleaning of rooms is the responsibility of each individual student and his/her rooms mates.

- 5.10 The disposal of refuse to the designated refuse areas/bins, is the sole responsibility of the students, and refuse bags/garbage may not be left inside or outside the premises e.g passages/common areas.
- 5.11 Payments by students must only be made through Mpilo Royal College existing business account provided here.
- 5.12 Stealing from any students, students roommates, or anyone is not allowed. If caught student will be reported to SAPS (police).

**Signed by a duly authorised officer on behalf of Mpilo Royal College**

NAME .....SIGNATURE.....

DATE.....

**Signed by the Student (Student please print name clearly)**

NAME.....SIGNATURE.....

DATE.....

**SIGNED BY PARENT OR GURDIAN**

PRINT NAME.....

SIGNATURE.....

ID NO:.....

DATE.....

**NB: PARENT OR GURDIAN MUST ATTACH THEIR CERTIFIED COPY OF ID TO CONFIRM APPROVAL FOR A STUDENT LESS THAN 18 YEARS OF AGE AND ALSO ACCEPTANCE OF LIABILITY.**