



OCCUPATION AGREEMENT
between
16 On Vic Proprietary Limited
and
The Occupant

1. DEFINITIONS

In this agreement the following terms shall have the meaning ascribed to them below –

- 1.1 “this agreement” – this agreement and all schedules and annexures hereto and includes the Application Form;
- 1.2 “Application Form” – the application form, together with its annexures, completed and submitted by the Occupant to the Company;
- 1.3 “Cancellation Policy” – the policy set out in Annexure “A” hereto;
- 1.4 “the Company” – 16 on Vic Proprietary Limited, Reg. No. 2014/167813/07;
- 1.5 “the Roost” – the student accommodation facility of which the Room forms part;
- 1.6 “communal areas” – all areas and facilities in the Roost which are provided for the use and benefit of all residents;
- 1.7 “commencement date” – the date upon which the Occupant becomes entitled to occupation of the Room;
- 1.8 “Deposit” – the deposit specified by the Company on acceptance by the Company of the Occupant’s application for a room;
- 1.9 “House Rules” – the management and conduct rules regulating the basis upon which the Occupant may occupy the Room and utilise the Roost and its communal areas and facilities;
- 1.10 “the Room” – the room in the Roost allocated to the Occupant subject to the terms of this agreement;
- 1.11 “the Occupant” – the person approved and accepted by the Company and to whom it allocates the Room;
- 1.12 “the parties” – the Company and the Occupant, or either of them;
- 1.13 “payment option schedule” – the schedule of payment options available to the Occupant set out in the schedule attached to the Application Form;
- 1.14 “residence fee” – the annual fee payable in respect of the Room as provided in the Application Form;
- 1.15 “signing date” – the date upon which this agreement is signed electronically by the Occupant;
- 1.16 “termination date” – the date upon which the Occupant is required to vacate the room in terms of this agreement;
- 1.17 “zero tolerance rules” – the zero tolerance rules set out in the House Rules, the breach of which entitles the Company to cancel this agreement with immediate effect and to evict the Occupant from the Room and the Roost;
- 1.18 Words and phrases importing the singular shall include the plural and vice versa and words importing one gender shall include the others.

2. COMMENCEMENT

- 2.1 This agreement shall come into force on the signing date and shall remain in force until terminated as provided herein, provided the Occupant has paid the administration fee, the Deposit and the first instalment of the residence fee in accordance with the payment option schedule.
- 2.2 From the commencement date, provided the Occupant has complied with all obligations then due, the Occupant shall be entitled to occupy the Room in accordance with and subject to the terms of this agreement.

3. ADMINISTRATION FEE

- 3.1 The Occupant shall pay to the Company an administration fee when applying for a room in the Roost and as provided for in the Application Form.

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3.2 The administration fee is non- refundable, notwithstanding that the application may be declined.

4. RESIDENCE FEE

- 4.1 The Residence fee is an annual fee covering the calendar year from 1 January to 31 December.
- 4.2 The Occupant shall pay the residence fee in terms of this agreement.
- 4.3 The residence fee must be paid in accordance with the payment option schedule, as selected by the Occupant in the Application Form.
- 4.4 All payments due by the Occupant shall be made by electronic deposit to the bank account nominated by the Company, free of bank charges and set off. In the unlikely event that the Company were to change the bank account details, the Occupant will be notified thereof by way of both a letter of notification and a WhatsApp message.
- 4.5 If any payment is not paid by due date, access to the Room shall be automatically blocked without notice to the Occupant.
- 4.6 If any payment is made late, the Company shall be entitled to levy a late payment penalty of R500.00 in respect of each late payment.

5. DEPOSIT

- 5.1 The Occupant shall pay the Deposit to the Company once their application has been accepted. No Room will be allocated until the Deposit has been received in full.
- 5.2 The Company shall hold the Deposit, interest- free, as security for the due performance by the Occupant of all his/her obligations in terms of this agreement. The Company shall be entitled at all times to apply the Deposit or any part of it to discharging any obligation of the Occupant due in terms of this agreement. In such event the Occupant shall be obliged to re-instate the Deposit within 14 days of demand by the Company to do so.
- 5.3 Within 14 days of the termination date, the Company shall refund the Deposit after deducting any amounts which it is entitled to deduct in terms hereof.

6. CONDITIONS OF OCCUPATION

- 6.1 The Occupant shall not be entitled to occupy the Room unless the administration fee, the Deposit and that part of the Residence Fee then due have been paid.
- 6.2 The Occupant shall, within 7 days of taking occupation of the Room, complete, sign and return the incoming inspection list provided by the Company and shall stipulate any item that is missing or defective. Upon rectification of such defective or missing items or should the Occupant fail to complete or submit the inventory list, the Occupant shall be deemed to have accepted that the Room and its contents are in good order and condition in accordance with this agreement.
- 6.3 On termination of this agreement the Occupant shall return the Room to the Company in the same good order and condition as at the commencement date, fair wear and tear only excepted.
- 6.4 The Room shall be used exclusively as a residence for educational purposes in accordance with this agreement. The Occupant shall have joint use of the communal areas and facilities with the other residents of the Roost and undertakes to use them with care and with due regard for other residents.

7. HOUSE RULES

- 7.1 The Occupant agrees that occupation of the Room and use of the communal areas and facilities of the Roost shall at all times be subject to the House Rules, as amended from time to time.
- 7.2 The Occupant acknowledges that he/she is familiar with the House Rules and agrees to be bound thereby. The Occupant agrees that a breach of the House Rules constitutes a breach of this agreement.
- 7.3 The Company shall be entitled to amend the House Rules at any time by publishing such amendment on the Roost's website, which amendment shall be binding on the Occupant upon publication.

8. ACCESS TO ROOMS

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16 Victoria Road, Mowbray, Cape Town, South Africa 7700 (Entrance 1 Gordon Road)

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16 on Vic (Pty) Ltd Reg No 2017/169680/07

- 8.1 The Company and its authorised representatives, agents and contractors shall be entitled at all reasonable times to enter the Room for the purpose of carrying out any inspection or effecting any necessary repair.
- 8.2 The Company shall exercise its right of access with reasonable regard for the Occupant's right to undisturbed occupation. The Occupant acknowledges that such access shall not give rise to any claim or right of action on the part of the Occupant.
- 8.3 Occupants shall be required to sign out when they will be away for more than three consecutive nights. There is a book at Reception for such purposes.

9. ELECTRICITY, WATER, INTERNET AND MUNICIPAL CHARGES

- 9.1 Subject to 9.2, the Occupant shall be entitled to receive and use water, electricity and internet services without additional charge.
- 9.2 If the Occupant uses an unreasonable or excessive amount of electricity, water or internet services, the Company shall be entitled to levy a penalty charge in accordance with the House Rules.

10. INSURANCE AND RISK

- 10.1 The Occupant shall not do or keep in the Room anything which may render the insurance of the Room or the Roost void or voidable or which may cause the premiums in respect of such insurance to be increased.
- 10.2 The Occupant shall be liable for any loss or increase in insurance premiums attributable to a breach of the foregoing provision.
- 10.3 The Occupant shall be responsible for effecting insurance in respect of any loss or damage to his /her personal effects whilst in the Room or the Roost and shall pay the premiums in respect thereof.
- 10.4 The Company shall not be liable for any loss of or damage to the Occupant's property of whatsoever nature and howsoever arising.
- 10.5 The Occupant shall be liable for any medical costs incurred in the event of a medical emergency relating to such Occupant.

11. LOSS OF BENEFICIAL OCCUPATION

- 11.1 If the Room or the Roost is destroyed or damaged to an extent that prevents the Occupant from enjoying beneficial occupation of the Room, either party may elect to terminate this agreement with effect from the date of destruction. In such event neither party shall have any claim against the other unless such destruction is attributable to the wilful act or negligence of the other.
- 11.2 If the Room be damaged to an extent which does not deprive the Occupant of substantial beneficial occupation or should neither party elect to terminate this agreement in terms of 11.1, then this agreement shall remain in force and the Company shall, provided such damage is not attributable to the wilful act or omission or negligence of the Occupant, at its cost re-instate the Room as soon as is reasonably possible. Provided the Occupant is not responsible for the damage, the residence fee shall be abated pro rata for the period during which the Occupant is deprived of beneficial occupation.
- 11.3 The Occupant shall have no claim whatsoever against the Company in the circumstances contemplated in 11.2 save to require the Company to perform its obligations.

12. BREACH OF THIS AGREEMENT

- 12.1 Subject to 12.2 below, if the Occupant breaches any term of this agreement and fails to remedy such breach within 14 days of written notice to effect such remedy, the Company shall be entitled either to cancel this agreement or itself to remedy the breach and to recover the full cost of doing so from the Occupant.
- 12.2 If the Occupant breaches a zero-tolerance rule, the Company shall be entitled, without further notice, to terminate this agreement with immediate effect.
- 12.3 If the Company breaches any material term of this agreement and fails to remedy such breach within 14 days of receipt of written notice to do so, the Occupant may terminate this agreement.

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- 12.4 If notwithstanding the termination of this agreement, the Occupant disputes the Company's right to do so and remains in occupation of the Room, the Occupant shall continue to be liable for and shall timeously pay all amounts due in terms of this agreement. Acceptance of such payments by the Company will be without prejudice to its rights.
- 12.5 If this agreement is terminated for any reason attributable to the default of the Occupant, the Company shall be entitled to impose and recover a penalty fee from the Occupant in accordance with the Cancellation Policy.

13. FORCE MAJEURE

- 13.1 If either party is prevented by reason of force majeure from performing its obligations in terms hereof, such party shall be relieved of its obligations for the period of such force majeure provided it shall have given the other party written notice of the force majeure it claims and provided further that it is not itself responsible for the circumstances giving rise to the force majeure.
- 13.2 If the force majeure extends for a period greater than 60 days, either party may terminate this agreement on written notice to the other.

14. CANCELLATION POLICY

- 14.1 The Occupant shall remain liable for all amounts due in terms of this agreement until the termination date.
- 14.2 The Company shall invoke the provisions of the Cancellation Policy if the Occupant elects to terminate this agreement.

15. CHECK-OUT PROCEDURE

- 15.1 Upon termination of this agreement for whatever reason, the Occupant shall attend a check-out inspection with a representative of the Company and shall upon completion of such inspection sign a check-out inspection checklist.
- 15.2 The Occupant acknowledges liability for the rectification of any defect in the Room reflected in the checklist or for the replacement of any missing or damaged item and agrees that the Company may apply the Deposit to the cost of such rectification or replacement.
- 15.3 The Occupant shall remove all his/her possessions from the Room on vacating it and shall leave the Room in a clean and hygienic condition. Any items not removed shall be forfeited to the Company without any right to claim compensation.

16. DOMICILIUM

- 16.1 The parties choose domicilium citandi et executandi for all purposes under this agreement at their respective physical addresses set out in the application form.
- 16.2 All notices to be given in terms of this agreement shall either be given in writing or email and shall either be –
- 16.2.1 sent by email in which event it will be presumed to have been received on the date of sending; or
- 16.2.2 delivered by hand in which event it will be deemed to have been received on date of delivery.
- 16.3 A notice actually received by a party shall be adequate notice irrespective of how it was delivered.

17. GENERAL

- 17.1 This agreement constitutes the entire agreement between the parties. No representation, undertaking or warranty shall be binding on either party unless contained herein.
- 17.2 No amendment or addition to or variation or waiver of any term of this agreement shall be of force or effect unless recorded in a written agreement signed by the parties.
- 17.3 No indulgence or extension of time allowed by either party shall constitute a novation or abandonment of such party's rights in terms hereof.
- 17.4 This agreement shall be interpreted in accordance with the laws of the Republic of South Africa.

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18. CESSION AND DELEGATION

- 18.1 The Occupant may not cede any right or delegate any obligation in terms of this agreement without the prior written consent of the Company.
- 18.2 The Company may at any time cede any of its rights or delegate any of its obligations in terms of this agreement.

19. COSTS

- 19.1 Each party shall be liable for its own costs relating to the preparation and signing of this agreement.
- 19.2 If the Company is required to instruct attorneys to take action for the enforcement of this agreement, the Occupant shall be liable for such legal costs, including collection commission, on the attorney and client scale.

20. ACCEPTANCE

- 20.1 This agreement is accepted and becomes binding on the parties when the Occupant signs and accepts this agreement electronically on the Roost's website, provided that if payment of the agreement fees and charges stipulated in this agreement is the liability of a parent, guardian or guarantor, the agreement will only become binding if and when such parent, guardian or guarantor signs this agreement.

This done and signed at _____ on the (date) _____

Signature _____ Company _____

This done and signed at _____ on the (date) _____

Signature _____ Occupant _____

This done and signed at _____ on the (date) _____

Signature _____ Parent / Guardian / Guarantor _____

Who acknowledges himself to be bound and agrees to perform all of the Occupant's obligations in terms of this agreement.

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