



Your home away from home

22 Prince Alfred Road
North End, Port Elizabeth
Phone: 041 373 3643
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Email: Info@varsitypark.co.za
Website: www.varsitypark.co.za

2026 ACCOMMODATION LEASE AGREEMENT

DETAILS OF LESSEE

Name and Surname:

ID/Passport No.:

student number.....

Study Place: Study Year:

Course Studied

E-mail Address:

Home Address:

Cell Phone Number:

Home Telephone Number:

DETAILS OF PARENT/GUARDIAN

Name and Surname:

ID/Passport No:

Home Address:

Cell Phone Number:

Home Telephone Number:

Workplace:

Work Telephone Number:

Car Registration no.:

Email Address:

Home Address:

Postal Address:

DETAILS OF NEXT OF KIN

Name and Surname:

ID/Passport No:

Home Address:

Cell Phone Number:

Home Telephone Number:

Workplace:

Work Telephone Number:

Car Registration no.:

Email Address:

Home Address:

Postal Address:

BANKING DETAILS FOR DEPOSIT REFUND (PARENTS/GUARDIANS')

Bank Name:

Account No.:

Name/Reference: Bank Code:

Please Note:

Your application will only be reviewed if all the information is completed on the application form.

The following documentation must be submitted together with your application:

LEASE AGREEMENT

MEMORANDUM OF AGREEMENT OF LEASE made and entered into between DIMASTEP (PTY) LTD
Registration Number 2011/114812/07 t/a VARSITY PARK STUDENT ACCOMMODATION (“the Lessor”)
situated at 22 Prince Alfred Road, North End in Port Elizabeth, RSA and

.....
.....
ID/Passport No.....

(“The Lessee”)

Residing at (INSERT HOME ADDRESS)

.....
.....

(For Residential Accommodation)

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. LEASED PREMISES

22 PRINCE ALFRED ROAD
NORTH END
PORT ELIZABETH
6001
("The building")

The Lessor lets and the Lessee rents a furnished Cottage / Room number in the building ("the Leased Premises").

2. PERIOD OF LEASE

- 2.1. The Lease shall be for the period of 10 months, commencing in February 2025 and terminating on 30 November 2025 on which date the Lessee undertakes to vacate the Leased Premises. (In respect of the student tenants, all University semester breaks are included in the Lease Period).
- 2.2. The Lessee may **cancel the Lease Agreement** prior to the expiry of the Lease Period by **giving 1 (one) calendar month written notice** to the Lessor. In the event of such a cancellation of the Lease Agreement, the **Lessee shall forfeit his/her rental deposit**. Therefore, should the lease agreement be cancelled before the expiry period of 10 months, the deposit will be **forfeited**.

3. RENTAL

- 3.1. The rental shall be the sum of R4310 for sharing and R 5 370 for the single rooms.....Per month, payable monthly in advance on the 1st day of each month without any deductions or setoff whatsoever into the bank account of the Lessor stated below.

NB Top up will apply to all single rooms depending on how much your Funder allocated for your accommodation.

- 3.2. Any rental not paid on or before the 1st day of each month will be subject to a penalty of **R500.00** per month payable on the **1st day** of the following month, failing which the penalty will be handed over for debt collection.
- 3.3. All payments to be made in terms of this Lease by the Lessee to the Lessor shall be made monthly in advance on or before the first day of every month during the currency of this Lease, free of bank exchange to:
Account Holder: Dimastep (Pty) Ltd

Bank Name: Standard Bank
Account number: 301865124
Branch Code: 05 0017 (Electrical: 051001)
Reference: (Student number/Name /Room no.)
e.g. (224859572, Qomfo/Room1)

- 3.4. Should the Lessee elect to make payment by debit order each month, he or she shall be responsible to complete the necessary forms to instruct the bank to make monthly payments accordingly.
- 3.5. If a student is defunded the parent together with the student are liable to pay all the money owed.**
- 3.6. **Vehicle Policy:** Vehicle used solely for travel to and from educational institutions are exempt from charges, Vehicles used for business, car hire, Uber/Bolt, or taxi services will be subject to an additional charge of R600 per month.

4. DEPOSIT

- 4.1. The deposit payable by the Lessee to the Lessor in terms of this Lease shall be retained by the Lessor for the full duration of the Lease and as security for the due fulfilment of all the Lessee's obligations under this Lease.
- 4.2. Lessor shall repay the deposit to the Lessee on 31st January the next year after final termination of this Lease on 30th November, after deduction of all amounts owing by the Lessee in respect of penalties or damage to the Leased Premises / movable property in the Leased Premises and / or communal area.
- 4.3. The deposit will only be refunded once all keys and remotes have been delivered to the Lessor and after a post- inspection of the Leased Premises has been conducted. Furthermore the deposit will only be refunded into the Lessee's nominated bank account, less any penalties and/or damages.

5. BREACH OF THE LEASE

5.1. Should the Lessee:

- 5.1.1. fail to pay any amount due by it in terms of this Lease on due date and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice to that effect to it by the Lessor; or

5.1.2. commit any other breach of any terms of this Lease, whether such breach goes to the root of this Lease or not, and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice to that effect to it by the Lessor; or

5.1.3. commit any act of insolvency or be provisionally sequestrated or liquidated or placed under judicial management.

then and in any of such events the Lessor shall, without prejudice to its rights to damages or to its right to eject the Lessee from the Leased Premises or to any other claim of any nature whatever that the Lessor may have against the Lessee as a result thereof, be entitled:

5.1.3.1. to cancel this Lease and to resume possession of the Leased Premises; or

5.1.3.2. if it elects not to cancel the Lease at that stage, at any time thereafter to terminate the Lease on one month's written notice to the Lessee for whatever reason in its sole discretion, and whether any further breach of the Lease by the Lessee has occurred. Only the Lessor shall have such entitlement, and the Lessee shall continue to be bound for the full period of the Lease if the Lessor does not exercise such entitlement.

5.2. While the Lessee is in occupation of the Leased Premises and irrespective of any dispute between the parties, including, but not being restricted to a dispute as to the Lessor's right to cancel this Lease, then:

5.2.1. the Lessee shall continue to pay all amounts due to the Lessor in terms of this Lease on the due dates of the same.

5.2.2. the Lessor shall be entitled to recover and accept those payments.

5.2.3. the acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Lease or for damages of any other nature whatsoever.

5.2.4. should the dispute between the Lessor and the Lessee be determined in favour of the Lessor, then the payments made to the Lessor in terms of this sub-clause shall be regarded as amounts paid by the Lessee on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Leased Premises.

5.3. In the event of the Lessor instructing attorneys to take measures for the enforcement of any of the Lessor's rights under this Lease, the Lessee shall, if adjudicated by a competent court to be liable for costs, pay to the Lessor, on demand made therefor by the Lessor, such collection charges, tracing fees and other legal costs for which the Lessor is liable to its attorneys on an attorney and own client basis.

6. HOLIDAYS (STUDENTS)

The Lessee is required to vacate the Leased Premises **before midnight on 30 November 2025**; Unless prior arrangements have been made and confirmed with the Lessor in writing (No text messages or social media messages shall be accepted). No Lessee will be allowed to occupy the Leased Premises after the expiration of the Leased Period unless agreed to in writing by the Lessor.

7. DEPARTURE

Prior to vacating the Leased Premises, the Lessee must ensure that he/she arranges the time and date for the post-inspection of the Leased Premises with the Lessor and delivers the keys and or remote to the Lessor. Failure to comply will result in a key replacement cost of **R500.00**, which amount will be deducted from the Lessee's deposit.

8. USE OF THE LEASED PREMISES

- 8.1. The Lessor warrants that the Leased Premises are suitable for use as private accommodation.
- 8.2. The Lessee acknowledges that the Leased Premises are fit for the purpose intended and the Lessor shall not be liable to Lessee for any deficiency in respect of the Leased Premises or their unsuitability for any purposes whatsoever.
- 8.3. Notwithstanding any other terms of the Lease, the Lessee shall :
 - 8.3.1. Keep the Leased Premises clean, tidy and habitable and take all reasonable measures to protect the Leased Premises and all parts thereof from abuse, damage, destruction and theft.
 - 8.3.2. not enter into any portion of the building without the prior consent of the Lessor;
 - 8.3.3. keep the entrance gate to the Building and the Leased Premises locked and closed at all times;
 - 8.3.4. not allow any person on the Leased Premises without the prior consent of the Lessor.
 - 8.3.5. not keep any animals on the Leased Premises except with the prior written consent of the Lessor.
 - 8.3.6. not cause any disturbance on the Property in respect of the Lessor, other tenants or any neighbouring property including but not limited to the playing of music, consuming alcohol and or any narcotic substance, partying, etc.;
- 8.4. Upon vacating the Leased Premises, the Lessee shall ensure that his/her room and communal areas are left in good order.

- 8.5. The Lessor shall be responsible to keep in good order and repair the outside of the Leased Premises, including all windows, outside doors, walls and roof. The Lessor shall also be responsible for all structural repairs to the Leased Premises.
- 8.6. The Lessee shall be responsible to pay for any costs relating to the replacement of lost or additional keys and remotes for the Leased Premises.
- 8.7. The Lessee is responsible for he/her own laundry and may make use of the coin - operated laundry facility on site.
- 8.8. The Lessee shall not have the right to cede or assign the Lease Agreement or to use any of the common areas for boarding purposes.
- 8.9. The internet is only for use by the Lessee and other residents of the building. If the Lessee permits any non-resident to utilise the internet, a penalty of R500.00 per incident will be levied against the Lessee. The downloading of movies is strictly prohibited.
- 8.10. The Lessee must provide his/her own pots and cutlery.
- 8.11. The rental includes DSTV, cleaning of the communal areas (excluding weekends); secure parking/braai area, coin operated washing machines and drier, fridges, freezers, microwaves, and stoves.
- 8.12. The Lessor shall keep the Leased Premises and the Building in good order and repair all fixtures and furnishings whilst the Lessee is responsible for any breakages or damages to the Leased Premises and Building.
- 8.13. The Lessor shall have the right to inspect the Leased Premises, on reasonable notice to the Lessee.
- 8.14. The Lessor shall pay for all water utilised by the Lessee and shall be responsible for the rates and taxes on the property.
- 8.15. The Lessee may not permit any third party to sleep over in the Leased Premises, unless prior approval is obtained from the Lessor. A fee of R500 will be charged per head per day for any visitors sleeping over. If a third party sleeps over in the Leased Premises without the Lessor's consent, the Lessee will be required to pay R500 for the visitor per day and an extra penalty charge of R500 for the visitor per day.
- 8.16. A breach of any of the aforesaid provisions shall be a material breach of the terms of the Lease.

9. LIMITATION OF LIABILITY OF LESSOR

- 9.1. The Lessee shall not have any claim of any nature against the Lessor:
- 9.2. for any loss, damage or injury which the Lessee may directly or indirectly suffer by reason of any

latent or patent defects in the Leased Premises or Building, or fire in the Leased Premises or Building, or theft from the Leased Premises or by reason of the Leased Premises or the Building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the Lessor timeously or at all, or arising in any other manner whatsoever out of the use of the Leased Premises or the Building or the services provided therein or thereat, by whoever and for any purpose whatever; provided only that the exemption granted to the Lessor in this clause shall not apply if such loss, damage or injury was caused wilfully by the Lessor;

- 9.3. arising from an act of God or any other cause either wholly or partly beyond the Lessor's control, or arising out of any act or omission by any other tenant of the building,
- 9.4. by reason of any failure of or interruption in the amenities and services provided by the Lessor and/or any statutory authority to the Leased Premises and/or the building, save where such failure or interruption was caused wilfully by the Lessor in respect of amenities or services provided by the Lessor;
- 9.5. by reason of any nuisance or inconvenience occasioned to or suffered by the Lessee on account of maintenance work, repair work, the effecting of alterations, additions or removals, any construction or development activity in or at the Building, any restriction of access to the Leased Premises or the Building occasioned by any of the a foregoing, any noise, dust or any other nuisance accompanying any such activity, whether caused by the Lessor, the Lessor's contractors, staff or servants or caused by any other tenants or the local or any other authority, unless such nuisance or inconvenience was wilfully caused by the Lessor.

10. RULES

The Lessor may from time to time prescribe, modify or substitute reasonable rules to facilitate the management of the building, including the Leased Premises and common areas. These rules may govern inter alia the, removal of refuse, delivery of mail and any security and firefighting procedures. The Lessor shall notify the Lessee of the rules and any modifications or substitutions thereof from time to time, and the Lessee shall abide by such rules. See **Annexure A** of this Agreement.

11. DOMICILIUM AND NOTICES

- 11.1. The Lessor chooses the Building, and the Lessee chooses the Leased Premises as their respective addresses for all notices arising out of this Agreement and as their domicile.
- 11.2. Each of the parties shall be entitled from time to time by written notice to the other to vary its domicile to any other address within the Republic of South Africa.
- 11.3. Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

12. GENERAL

- 12.1. This Lease incorporates the entire agreement between the Lessor and the Lessee and no alteration, cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by both the Lessor and the Lessee who hereby acknowledge that no representations or warranties have been made by either the Lessor or the Lessee, nor are there understandings or terms of Lease other than those set out herein.
- 12.2. No relaxation or indulgence which either party may show to the other of them shall in any way prejudice its rights hereunder and, in particular, no acceptance by the Lessor of rent after due date (whether on one or more occasions) nor any other act or omission by the Lessor including without limitation, the rendering of accounts after due date, shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the Lessor in writing, the receipt by the Lessor or its agents of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.

I have read and understood the terms and conditions of the lease agreement and agree to comply.

IN THE WITNESS WHERE OF the parties have hereunto met their hands in the presence of the undersigned witnesses:

LESSEE

SIGNATURE

LESSOR

SIGNATURE

WITNESS

SIGNATURE

DATE: _____



VARSITY PARK HOUSE RULES

In order to live in harmony with your fellow residents and keeping the Leased Premises and the Building as a desirable and friendly environment, the following rules of conduct need to be complied with and respected:

- 1. Residents must consume water and electricity conservatively at all times.***
- 2. All lights and electrical appliances to be switched off when leaving the Leased Premises and all doors and gates to be locked at all times.***
- 3. No cooking allowed inside the rooms (Except Cottage kitchen areas).***
- 4. If anything is broken, please report this immediately to the Lessor.***
- 5. The Leased Premises and the Building are non-smoking zones, please smoke outside.***
- 6. No loud music or disturbing noises are allowed on the premises. Gadgets causing the noise will be confiscated if one doesn't adhere to the rules.***
- 7. The gate is to be kept closed at all times.***
- 8. No animals or pets allowed on the Leased Premises or Building.***
- 9. All residents bind themselves to the house rules with no exception.***
- 10. Visiting time is from 8:00am up to 22:00pm after which the visitors should sign out and leave the premises. All visitors should leave their I.D Document or Student Cards by the security and should contact their host before arrival. Non adherence to rules will lead to penalties to the host. Visitors must be collected at the main gate by the host.***

11. *No alcohol is allowed to enter or be consumed in the Building or in the Leased Premises. In the event of the Lessee found with alcohol or to be consuming alcohol, abusing drugs, sexual misconduct or any other serious transgression, he/she may be given 24 hours to vacate the Leased Premises and will forfeit the deposit.*
12. *No visitors may make a noise or gather outside the compound.*
13. *Maintenance of cleanliness of shared facilities such as bathrooms, kitchen and lounges is a must.*
14. *It is forbidden to leave kitchen, bathroom and toilet, lounge dirty after use. Any dirty dishes/pots/cooking utensils left lying in the kitchen will be thrown away in the thrush bins No electronic gadgets such as heaters, deep fryers, electric blankets etc. will be allowed on the premises. If found, they will be confiscated and only returned at the end of the year. Random checks will be done by management to ensure that the rules are enforced.*
15. *All Emergency Exits must be closed at all Times. If anyone is found using an emergency Exit as main entrance, they will be susceptible to disciplinary action.*
16. *No one must come to the office or go to the gate in pyjamas, please dress appropriately*
17. *Please refer to our notice boards and website for more rules*