

Lease Agreement

FOR

TEMPLAR STUDENT RESIDENCE

ACCREDITED OFF CAMPUS STUDENT ACCOMMODATION

managed by CREST HAVEN STUDENT LIVING

PREMISES: TEMPLAR RESIDENCE
 22 – 26 Bean Street, Kimberley 8301

TENANT

Full Names and Surname: _____

I.D. No. _____

SPU Student Number: _____

Home Address: _____

Cell no: _____

Email address: _____

The Landlord hereby lets to the tenant a room in the building as follows:

Room Type	Indicate with X
1 Single room: (1 Bed, 1 Occupant) ** TOP UP PAYMENT ARRANGEMENT ANNEXURE to be signed and included as part of this agreement	
1 Sharing room: (2 beds, 2 Occupants)	

REQUIRED SUPPORTING DOCUMENTS: 1) Copy of ID, 2) Proof of Funding, 3) Proof of Registration

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1 DEFINITIONS:

Templar Student Residence / Residence / Templar: The Landlord / the building / management of Templar Residence.

Tenant/Resident / Student: A SPU student that enters into this Lease Agreement with Templar Residence (TR).

NSFAS Funded Student: Students who provide confirmed current proof of funding from NSFAS, and for whom rental payments are received.

Private Paying Student: If the student does not have funding from a bursary provider (that has been approved by Templar Student Residence), then that student is defined as "Private Paying". This includes students who do not qualify for NSFAS funding, or might become "Defunded" by NSFAS, or have their funding withdrawn for any reason.

Funder: NSFAS, other bursary providers (subject to approval by Templar Student Residence).

Room: The bedroom, whether single or sharing, which has been allocated to the Tenant, including the furniture contained therein, or any other room the Tenant might occupy, during the period of the lease agreement.

Premises: Templar Residence, the Room assigned to the student, the outdoor areas of the property, depending on the context of use of the word.

2 TENANCY PERIOD:

The period of this Agreement shall be for:

10 months

Commencing: 1 February 2026

and ending: 30 November 2026

This should correspond with the CHECK-IN AND CHECK-OUT dates indicated on the Fundi Accommodation portal.

3 RENTAL PAYMENTS:

3.1 Monthly Rental

3.1.1 The rental amount (per student, per month, for 10 months, the “academic year”) is based on the rate paid by NSFAS for sharing rooms.

3.1.2 Sharing rooms: The amount set by NSFAS (R 5 000 per month)

3.1.3 Single rooms: An additional / “Top up” payment of R500 per month. (Payment options available – refer to Annexure)

3.1.4 Top-up payments for single rooms must be settled within five (5) days from the beginning of each month.

Failure to settle the outstanding top-up amount by the 6th day of the month will result in the student being downgraded to an alternative room type, without further notice.

3.2 DUE DATE OF PAYMENT

3.2.1 Where the student is **Private Paying**, rent must be paid monthly in advance.

3.2.2 i.e. payment should reflect in the Residence bank account **by the 1st of each month** in respect of rent payable for that month.

3.2.3 Credit control procedures will be followed if the rental payment is not reflected in the Templar bank account by the 4th of each month, for the month in question.

3.2.4 In the case of (confirmed) NSFAS funded students, the residence may allow a reasonable time for payment to be processed by the funder or SPU (as the case may be) before claiming from the student.

3.2.5 If for any reason, payment is not made by SPU or the funder fails to provide funding, the tenant remains liable for rent and payment must be made to Templar Student Residence on demand.

4 BANK ACCOUNT DETAILS:

Payments due to the Residence should be made **electronically** into the following account:

Templar Property Trust, ABSA Bank, Account No. 4074347141

REF: Student Number (and surname if possible)

If cash is deposited into the account, an additional fee will be levied to the student, to cover cash deposit fees.

5 ADMINISTRATION FEE

5.1 The Tenant shall pay a non-refundable administration fee of R500 to Templar Residence during the application process, which includes exclusive branded merchandise.

6 OCCUPANCY:

- 6.1 The rooms are for the use of Templar Student Residents only.
- 6.2 No overnight visitors, family, friends are permitted.
- 6.3 Non-Residents must vacate the building by 22H00 daily.
- 6.4 The tenant may not sub-let the premises.

7 SERVICES AND FACILITIES:

- 7.1 **Communal washing machine:** Washing machines, tumble dryers and wash lines are provided for Templar Residents only. The laundry area must be kept clean and tidy.
- 7.2 **Security:** The Tenant must ensure that entrance gates/doors are closed and must always abide by the security precautions and measures of the Residence.
- 7.3 **Furniture and appliances:** The landlord has taken care to provide mattresses, curtains, furniture and appliances.
 - 7.3.1 Such furniture and appliances may NOT be moved from one room to another. Should any of these items be damaged during the tenancy, the tenant will be liable for such damage.
 - 7.3.2 The tenant must request permission and obtain approval from Residence Management in writing before he/she brings any additional furniture or appliances onto the premises.
 - 7.3.3 Appliances that draw electricity to heat (e.g. stove / hot plate / kettle / heater) are not allowed.
 - 7.3.4 Mattress covers must be left on the beds; their purpose is to protect the mattresses.

7.4 **Storage facilities:** may be provided for holiday periods at the discretion of the manager and subject to prior arrangement and acceptance of the relevant Terms and Conditions, which may be changed from time to time.

8 GENERAL EXPECTATIONS AND ACCEPTABLE BEHAVIOUR

Refer to Templar Student Residence Community Living Guidelines for further details.

8.1 CONSIDERATION, CARE AND RESPECT

8.1.1 Should always be shown to fellow student residents, management, staff of Templar Student Residence, contractors, visitors as well as to the building, furniture, fittings and appliances of the Landlord.

8.2 SMOKING AND USE OF TOBACCO:

8.2.1 Under no circumstances is smoking of any kind, or tobacco usage (including hubbly bubbly) permitted in the rooms or elsewhere inside the building.

8.2.2 Smoking is strictly limited to the designated smoking areas.

8.2.3 Tampering with smoke detectors will result in expulsion from the Residence.

8.2.4 Cigarette butts must be disposed of in the bins provided.

8.3 ALCOHOL, DRUGS, WEAPONS:

Under no circumstances:

8.3.1 is alcohol of any kind permitted in the Residence.

8.3.2 are firearms or weapons of any kind permitted in the Residence.

8.3.3 may illicit or illegal drugs (including dagga / cannabis) be stored, used, sold or traded on the premises.

8.4 NOISE, DISRUPTIVE & ILLEGAL BEHAVIOUR:

8.4.1 Behavior that is illegal in terms of South African law shall constitute a breach of agreement and valid grounds for immediate expulsion from the Residence, and eviction, without notice.

8.4.2 Quiet Hours/Curfew: From 22h00 until 07h00 daily

8.4.3 Loud music and drinking parties are not permitted on the premises.

9 ROOM CHANGES

9.1 Should the Resident wish to change rooms during the academic year,

9.1.1 a **written** request must be submitted to the office

9.1.2 Room changes will only be permitted for valid and approved reasons, subject to availability and management approval

9.2 Room changes are subject to availability.

10 NOTICE / EARLY TERMINATION OF LEASE AGREEMENT:

- 10.1 If the tenant wishes to move out of the Residence before the end of the contract, the tenant must give the Landlord a full calendar months' notice, in writing. Such notice must be acknowledged, to serve as proof that it was received.
- 10.2 If the Tenant is expelled from the Residence, or from the University or otherwise ceases to be a student registered at SPU; then this Lease agreement may be terminated immediately by written notice to the Tenant and without prejudice to all rights of the Landlord.
- 10.3 If the tenant wishes to vacate the premises due to personal reasons, the tenant must submit written notice to management. Once the notice has been formally acknowledged, the tenant may only vacate the premises after serving a minimum notice period of thirty (30) days.

11 DAMAGES:

- 11.1 The Tenant is responsible for and will be charged to repair or make good any damage caused to the Premises, the residence furniture and fittings (fair wear and tear excepted) including to replace keys if they are not returned at the end of the contract.
- 11.2 An occupation inspection must be carried out, and again at or prior to check-out (within 3 days of the beginning and the end of the contract respectively).
- 11.3 The Tenant is responsible for the behavior of, and any damage caused by his/her guests / visitors.

12 GENERAL DUTIES OF THE TENANT:

Tenant shall, in addition to any other duties and obligations imposed elsewhere in this Lease:

- 12.1 do all in his/her power to prevent any blockage of any sewerage or water pipes or drains,
- 12.2 care for, keep clean and tidy the interior of the room, and tidy up after having made use of common areas,
- 12.3 return to Landlord at the end of the Lease Period the premises in good order and condition, fair wear and tear excepted,
- 12.4 ensure that refuse is placed in designated refuse bins,
- 12.5 not drive or permit to be driven into the walls, ceilings or floors of the Leased Premises nails, screws or any other objects,

- 12.6 not interfere with, alter or overload any electrical installations of the building,
- 12.7 never bring or allow to be brought or kept anywhere within the building or on the property, nor do, nor permit, any matter or thing or activity whereby the fire or any other insurance policy in respect of the building may be invalidated, or whereby the premium for any such insurance may be increased.
- 12.8 agree to allow Management or contractors employed by the Landlord or Management access to my room to carry out inspections, repairs, additions, alterations as may be required.
- 12.9 not bring any pets onto the Premises.

13 INDEMNITY:

The Tenant hereby indemnifies the Landlord and the Residence Management, and its directors, employees, servants, officials and agents and holds the Landlord harmless against any claim by the Tenant, any Invitee of the Tenant or any other third party for any loss, claims, damage or injury arising directly or indirectly from any occurrence in, upon or at the Leased Premises.

14 EMERGENCY DETAILS:

(Details of **parent / guardian** & additional health information:)

Name & Surname				
Contact Phone Number				
Contact email address				
Relation				
Physical Address				
Health related matters which Templar Office / Management should be aware of:				
Medical Information	Medical Aid Details if applicable: Chronic Medication:			
MEDICAL CONDITIONS	Please list / provide all relevant details			
Allergies				
Depression / Anxiety / Mental health concerns				
Epilepsy				
Cancer				
Pregnancy (tick the relevant option)	N/A	I am not Pregnant	I Might be pregnant	I don't know
Other				

15 DECLARATION AND ACKNOWLEDGEMENT BY THE TENANT:

(tick every block to indicate that you have read and understood each clause, and acknowledge that you agree.)

- 15.1 I understand the contents of this Lease Agreement and sign it of my own free will.
- 15.2 I have not applied for nor am I on a waiting list for accommodation elsewhere (at SPU or another residence or student accommodation in Kimberley).
- 15.3 I have viewed the premises, and it is acceptable to me. I am aware that the accommodation does not offer catering services.
- 15.4 I have provided proof of funding (NSFAS or other).
- 15.5 I undertake to communicate in good faith and with utmost honesty and integrity with the management of Templar Residence immediately that I become aware of any delay, interruption, withdrawal or other issue pertaining to my funding.
- 15.6 I will fully disclose all details within 7 days of receipt of any relevant communications regarding my funding or ability to meet the commitments I have made by entering into this lease agreement.
- 15.7 I agree to submit my application for accommodation at Templar Student Residence on the FUNDI system (and or any other system or paperwork that may be required), and fully co-operate with the Residence management to ensure that the administrative process is completed and payment for my accommodation can be claimed from the bursary fund via SPU.
- 15.8 I authorize that administrative staff of Templar Student Residence be given access to the following information, which might otherwise be withheld in compliance of the POPI Act, or claims of breach of confidentiality:
- to access my funding status, and be advised of all developments affecting such funding (with NSFAS or other provider of bursary or funding),
 - to view my academic and health records at SPU which may be relevant to my stay in the residence.
- 15.9 I understand that accommodation at Templar Student Residence is always subject to the provisions of the Templar Residence Community Living Guidelines and Rules, the SPU Code of Conduct and all other rules and regulations of SPU.
- 15.10 I have received a copy of the Templar Residence Community Living Guidelines and Rules and the Disciplinary Process and agree to be bound by them.
- 15.11 I agree that if I am / should I become pregnant I will immediately notify Management and will move out of the residence when I am 7 months pregnant.
- 15.12 all information I have provided on my rental application is true and correct.

16 SIGNATURES:

Signature of Tenant:

Signed in Kimberley, at Templar Student Residence on theday of2026

Tenant (signature):

Witness (signature):

Signature on behalf of Templar Residence:

Signed in Kimberley, at Templar Student Residence on theday of2026

Signature:

Name & Surname: