



Capital Centre Building  
Werner List Street  
P.O. Box 40194  
Ausspannplatz

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## TERMS AND CONDITIONS

### 1. GENERAL

- 1.1. Residents to fully complete application form or lease and pay 1<sup>st</sup> months rental amount and break out fee in full.
- 1.2. Once point 1.1 has been complied with Resident will be provided with confirmation that his/her occupation has been successful and when Resident may check in.
- 1.3. Residents will be provided with access via the biometric system, room number and bed allocation on check in date as provided in the confirmation letter.
- 1.4. In case of lost or stolen keys the resident will be liable for replacement costs.

### 2. INSPECTION(S)

- 2.1. Resident responsible to notify Capital Residence of any defects in the room. Inspection sheet will be provided with check in that need to be completed and signed by both the Residents and Capital Centre
- 2.2. On check out, termination or eviction Capital Residence and Residents to complete check out inspection sheet.
- 2.3. Capital Residence will then use the information to determine any liability in respect of damage cause to Capital Residence property. Any damage will be deducted from the break out fee. In the event that break out fee not sufficient to cover the cost an additional invoice will be issued to the Resident which is to be settled within 7 days from date it was issued.
- 2.4. Capital Residents reserve the right to perform ad hoc inspection with or without prior notification;

### 3. REFUNDS

- 3.1. Resident hereby agrees that his / she will not be entitled to a refund of the Rental amount paid once an application has been submitted for processing;
- 3.2. Residents will remain liable for the full month's rental:
  - 3.2.1. despite vacating prior to termination of the occupancy;
  - 3.2.2. Failing to check out on check out date and time;
  - 3.2.3. Remain in occupation/possession of the room despite occupancy having terminated;
  - 3.2.4. Failure to inform Capital Residents on / or before the 20<sup>th</sup> of the month that they elect not to stay for the month as room will automatically be reserved for Resident from 21<sup>st</sup> of each month.
- 3.3. Breakage fees will be refund within 60 days from date of check out after all damaged, if any has been deducted;

**4. PAYMENTS**

- 4.1. Residents need to confirm on / or before 20<sup>th</sup> of each month whether they want to book for the next month of vacate, this however is not applicable to students that signed long term lease;
- 4.2. If notice received to book for the next month an invoice will be sent to the Resident on / or before the 25<sup>th</sup> day of the month. Invoice is to be paid on / or before the 1<sup>st</sup> day of each month.
- 4.3. If time period in point 4.1 lapsed and no notice has been received then booking for the following moth will automatically be generated and point 4.2 will be applicable to that Resident.

**5. DEFAULTS**

- 5.1. In the event that Resident fails to pay any invoices on / or before the due date Capital Residents will be entitled to
  - 5.1.1.charge interest at a rate of 20% per annum on the balance outstanding;
  - 5.1.2.Evict the Residents;
  - 5.1.3.Proceed with legal action, costs for with the Resident will be fully liable (Attorney own client scale)
- 5.2. If Residents fail to adhere to any rules or regulation imposed by Capital Residents from time to time Capital Residents will be entitled to:
  - 5.2.1.On written notice demand compliance within 3 days; and / or
  - 5.2.2.Eviction; and / or
  - 5.2.3.Impose a fine that the Resident is to pay within 3days from date that fine is issued.

**6. INDEMNITY**

- 6.1. Stubel Street Properties (Pty) Ltd, their Owners, operators, employees’ agents and representatives shall not be liable for any loss, damage or destruction to any property whether arising from fire, theft, omissions or any other cause.
- 6.2. United Africa Group, its subsidiaries, Owners, operators, employees’ agents and representatives shall not be liable for any accident, injury or loss of life of any person’s resident, visitor or third party.

I hereby irrevocably & unconditionally indemnify and agree to hold harmless United Africa Group and their Subsidiaries, Representatives, Directors and Owners in respect of any responsibility/liability as aforesaid.

**DECLARATION**

I, \_\_\_\_\_ ID / Passport No. \_\_\_\_\_, hereby declare that all information given in this application form is true and correct. I further declare that my enrollment shall be subject to the terms and conditions contained in the agreement.

**Applicant Signature**

**Parent /Guardian Signature**

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\_\_\_\_\_

Name:

Name:

Date:

Date