

OFFER TO LEASE

WEIDENHOF HOUSE

PROSPECTIVE STUDENT APPLICATION
2021

Offer to Lease

Addendum A: Questionnaire to determine the condition of the room

Addendum B: House Ethos and Rules

OFFER TO LEASE

Memorandum of agreement entered into by and between

(hereinafter referred to as “the **LESSEE**”)

and

STELLENBOSCH UNIVERSITY

(hereinafter referred to as “the **LESSOR**”)

Herein represented by **Hermanus Albertus Jacobus Lombard** duly authorised thereto in his capacity as **Chief Director: Finance** (the Lessor).

Of: Admin B Building
Victoria Street
STELLENBOSCH
7600

DETAILS OF THE STUDENT WHO WANTS TO LEASE A ROOM IN WEIDENHOF HOUSE (The Lessee):

NAME AND SURNAME: _____

STUDENT NUMBER: _____

YEAR OF STUDY: _____

CELL PHONE NUMBER _____

E-MAIL _____

ADDRESS: _____

The rental period will be from _____ 2021 to _____ 2021

THE PARTIES AGREE AS FOLLOWS:

1. The LESSEE hereby offers to lease a single / double room in Weidenhof House, Stellenbosch, similar to the room shown on the annexed plan (hereinafter referred to as "the PROPERTY") from the LESSOR. The LESSEE does not offer to lease a specific room from the LESSOR and the LESSEE agrees that he / she can be moved to another room if the circumstances warrant such a move or where the House Administrator deems it appropriate to do so.
2. The LESSEE confirms further that he/she understands that this offer and the acceptance thereof does not give him/her a right to be admitted to a university hostel, and that the lease agreement, which becomes effective upon signature by the LESSOR, was negotiated between the LESSOR and the LESSEE on a separate commercial basis.
3. The LESSEE hereby confirms that he/she understands that this is an offer which may be accepted or rejected by the LESSOR. The LESSEE further confirms that he/she understands that the LESSOR, should this be the LESSEE's first offer, may take his/her academic achievements during the previous calendar year into account when the LESSOR decides whether to accept or reject this offer, and that the LESSOR may take the LESSEE's academic achievements as well as his/her disciplinary record into account when considering further offers made by the LESSEE to the LESSOR to lease the PROPERTY in subsequent years.
4. This offer is unconditional and may be accepted by the LESSOR within a period of sixty (60) days after the LESSEE has signed this agreement. When the offer is accepted by the LESSOR by signature hereof, the parties will automatically become bound to each other as LESSOR and LESSEE respectively in terms of the provisions contained herein.
5. The LESSEE hereby confirms that he/she will personally inspect the PROPERTY within seven (7) days after occupation. The LESSEE accordingly confirms that he/she will complete Addendum "A" as proof of such inspection and will present it to the House Administrator, within seven (7) days after occupation. If the LESSEE does not complete the form within the prescribed time, the LESSEE thereby confirms that there are no defects in the property.
6. The LESSEE may, by October of each year, make a further offer to the LESSOR to lease the PROPERTY during a subsequent year, subject to the condition that his/her academic achievements and disciplinary record may be taken into account by the LESSOR in the consideration of the offer. However, if the LESSEE commits a breach of contract, amongst others, by not obeying the annexed house rules or the LESSOR's Code for Student Discipline as contained in part 1 of the General Year Book for the relevant year, or if the LESSEE does not qualify for registration as a student at the LESSOR for the following year, he/she will have no right to make a further offer.
7. Termination of the lease agreement (once effective) by the LESSEE is subject to twenty (20) working days' written notice to the LESSOR, subject to the LESSOR's right to a reasonable cancellation fine. The Parties agree that, due to the unique nature of student accommodation, 30% of the outstanding rent is a reasonable cancellation fine should the contract be terminated, including where University residency is taken up. The LESSOR will have the right to cancel the lease agreement before the end of the lease period with twenty (20) working days' notice after having given the LESSEE written notice

of the LESSEE's defaulting to comply with the terms of the lease agreement, unless the LESSEE has rectified the default in the meantime.

8. Upon cancellation of the lease agreement, all room and house keys must be returned to the House Administrator at Weidenhof House, failing which a replacement cost of R100 per key will be levied against the student account.
9. The rent payable by the LESSEE to the LESSOR will be as follows:
 - (a) Rental of R190.00 (One Hundred and Ninety rand) per day for a room if you stay less than 21 (twenty one) days and R160.00 (One Hundred and Sixty rand) per day per room if you stay for 21 (twenty one) days or more. .
 - (b) The rental will be levied against the LESSEE's student account and is payable to the LESSOR in terms of the same rules and regulations that apply to the payment of student accounts.

The rent payable will be adjusted yearly according to the LESSOR's strategic planning for the relevant year.

10. The LESSEE:

- (a) may under no circumstances sublet a part or the whole of the PROPERTY;
- (b) may not cede the offer or the lease agreement (once effective), whether in part or in full, to any natural or legal person without the LESSOR's written consent;
- (c) may under no circumstances take in lodgers and may not make the PROPERTY available for occupation by his/her family. Guests may not spend more than two (2) days on the PROPERTY unless the LESSOR has granted permission for an extended stay. The LESSEE acknowledges that he/she has no reasonable expectation that the right of occupation as granted in terms of this agreement will be renewed or will otherwise persist or be revived after the period of this agreement has elapsed, or if this agreement has been terminated in accordance with the terms stipulated herein;
- (d) may make no structural changes to the PROPERTY and may not add any fixtures to the PROPERTY;
- (e) undertakes to return the PROPERTY to the LESSOR at the end of the lease period in a good condition and to compensate the LESSOR for any broken or damaged items and any damages of whatever nature;
- (f) may not cause noise or disturbance that will disrupt the quiet and peaceful occupation of the neighbours in any way;
- (g) undertakes to follow the house rules as set out in Addendum "B" and acknowledges that non-compliance with the rules could result in the LESSEE not being permitted to make an offer to lease the PROPERTY for a subsequent year.

11. By signing this offer the LESSEE confirms that he/she will not hold the LESSOR, his employees or agents liable for any injuries, loss or damages that may arise from leasing the PROPERTY, unless

the LESSOR has provided faulty or unsafe goods or has failed to provide the LESSEE with proper instructions regarding a danger resulting from use of the PROPERTY. In other words, the LESSEE may only institute a claim against the LESSOR if the terms of Section 61 of the Consumer Protect Act, 68 of 2008, apply.

- 12. The LESSEE confirms that he/she understands the content of this offer and that he/she was not coerced or unduly influenced to sign the offer.
- 13. The LESSEE had the opportunity to obtain legal or other advice before signing the offer and did obtain such advice before he/she signed the offer, or the LESSEE decided of his/her own accord not to exercise the right to obtain advice.
- 14. The parties choose as their respective *domicilia citandi et executandi* the following addresses or such addresses as either of the parties may choose with seven days' written notice to the other party:

DULY SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

As witnesses:

1. _____

LESSEE (student, if 18 years or older,
otherwise student's parent or legal guardian)

2. _____

FOR OFFICE USE ONLY

DULY SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

As witnesses:

1. _____

LESSOR
CHIEF DIRECTOR: FINANCE
STELLENBOSCH UNIVERSITY

2. _____

ADDENDUM A

QUESTIONNAIRE TO DETERMINE THE CONDITION OF THE ROOM

(to be completed by House Administrator after arrival)

Representative		Us Nr:	
Room Nr:		Date:	

Area/Item	Condition			Description of problem
	Good	Acceptable	Poor/ Replace	
Cupboard				
Desk				
Chair(s)				
Curtains				
Carpet				
Walls				
Bed				
Mattress				

SIGNATURES

Resident		Date	
Administrator		Date	

ADDENDUM B

2020 HOUSE ETHOS & RULES FOR LESSEES AT WEIDENHOF HOUSE

The following contains important information for every student wishing to be accommodated at Weidenhof House. Signing of the Offer to Lease implies your agreement to adhere to these rules and ethos.

1 WEIDENHOF HOUSE ETHOS

The house is a home away from home for post-graduate students. It has a Christian ethos. No alcoholic drinks or smoking is allowed and Christian moral values will followed.

There are sections for men and women. Visiting the opposite sex in his / her room may cause unnecessary tension and suspicion if it happens behind closed doors and at awkward times. If it is necessary to visit, be prudent and keep the door open. We ask house members to be one another's keeper and deal with all cases where the good name of a person or the others in the house are at stake.

2 FINANCIAL MATTERS:

- a. The financial administration of the house is done according to the regulations of student housing of the international office / Stellenbosch University.
- b. Visitors without student accounts can only get entrance by paying in cash on arrival for the full period. We are not allowed to make an exception to this regulation. The required accommodation form should be filled in. The financial officer at the Faculty of Theology will issue a receipt on acceptance of the money from the House Administrator.

3 UPON ARRIVAL AND DEPARTURE:

- a. Access to the house is gained by using your student card. The student card will be updated allowing entrance to the house once the official accommodation agreement is signed and the money is paid. The card is electronically updated at the Faculty of Theology.
- b. Please see to it that you wash the bed sheets & pillows (provided at arrival) before you depart. If the linen is not washed, a R100 fee will be added to your account. If the room is not properly clean before one leaves the cost of cleaning the room will be charged to your account. Future admission to the house and room allocation will depend on adherence to the house ethos and rules.
- c. Please do not move anything from the room as it affects the room's inventory (occupants will be held liable for any loss which will be credited to your account).
- d. Should there be any breakages in the room, the kitchen or elsewhere in the house, please notify the House Administrator.



5 GENERAL HOUSE ROUTINE:

- a. The House Administrator (HA) is appointed by and report to the Faculty of Theology. He/she has a number of specified duties which is available on the notice board in the house.
- b. The HA is responsible for organizing devotions weekdays at 19:30. We expect house members to attend regularly. "A house that prays together stays together."
- c. The kitchen has six working stations for groups of four people. The HA arrange the groups and will explain the procedure to be followed. All utensils used have to be cleaned directly after each meal and each group will be responsible to keep its station clean.
- d. It is expected of all students to do their own laundry and clean their own rooms. The public areas of the house are serviced by a University cleaner three times a week (Monday, Wednesday and Friday). Please note that this is a service and the cleaner cannot be held responsible for any mess made by a student.
- e. Should the rubbish bin in the kitchen be full, kindly empty it in the rubbish trolleys at the side of the house. The HA takes the trolley-bins outside on Tuesdays for the refuse truck.
- f. All students should strictly adhere to the cleanliness of their allotted *bathroom*. Please make sure that you leave the bathroom in a condition that would not infringe on the personal hygiene of the next user. Like the kitchen stations, the bathrooms are allotted to specific rooms and the room-occupants are responsible for the cleanliness of their bathroom.
- g. Cleaning materials: the House Administrator organises this. Members pool and buy what is needed.
- h. The house administrator shall be making routine checking to see if the room and beddings, floor mat, tables and the rest are kept tidy.

6 ADMITTANCE

- a. The house was donated to create a place where postgraduate theology students from the Reformed and Presbyterian Churches in Africa can stay and study at affordable rates. The endowment stipulates that if there are rooms open, candidates from other denominations are welcome and even students from other faculties given that they adhere to a Christian ethos.
 - b. If room is available and people without a student card wants to stay in the house, they should sign the (1) offer to lease (2) comply with the House Rules and moral values of the house and (3) pay in cash in advance for the number of days booked. The House Administrator will give a receipt for this money after he/she was able to give the money to the Financial Officer at the Faculty of Theology on the first working day after the money was received.
 - c. Married couples will be housed on the lower level in the first three rooms nearest to Weidenhof Street. Single women students have preference to the four lower level single rooms with separate
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entrances behind the kitchen. These arrangements may be changed according to the gender requirements of the students.

- d. As a rule families with children cannot be accepted in the house.

USE OF WEIDENHOF PROPERTY

- a. The facilities and property of Weidenhof House shall be used only by registered residents. No friend or relative of Weidenhof residents shall use any facility (for example kitchen, washing machines, irons etc) of the mentioned house. However, friends or family visiting will be welcome in the sitting and dining room.
- b. The kitchen facilities are for the house members only and may not be used for outside persons or groups.

The Weidenhof House Committee of the Faculty of Theology

Jan 2021
