

ACCOMMODATION SERVICES AGREEMENT

Schedule of Particulars	
Resident Details	Full Names:
	ID Number:
Resident's Domicile <i>(address)</i>	The Room
Resident's Postal Address	
Resident's E-mail Address	
Guarantor Details	Full Names:
	ID Number:
Guarantor's Domicile <i>(address)</i>	
Guarantor's Postal Address	
Guarantor's E-mail Address	
Brooklyn House Room Number	
Parking Bay Number	
Occupation Date	25 January 2021
Termination Date	10 December 2021
Service Fee <i>(including use of the Room and Parking Bay, if applicable)</i>	
Payment Option <i>(as per Annexure A)</i>	
Deposit	R

Guarantor Initials _____

Resident Initials _____

ACCOMMODATION SERVICES AGREEMENT

SIGNATURES:

Signed at _____ on this _____ day of _____ 2020.

The Guarantor

Name:

Signed at _____ on this _____ day of _____ 2020.

The Resident

Name:

Signed at _____ on this _____ day of _____ 2020.

Brooklyn House

Name:

Designation:

Who warrants his authority hereto.

Guarantor Initials _____

Resident Initials _____

ACCOMMODATION SERVICES AGREEMENT

ACCOMMODATION SERVICES AGREEMENT

BETWEEN

THE RESIDENT

(AS INDICATED IN THE SCHEDULE OF PARTICULARS)

AND

THE GUARANTOR

(AS INDICATED IN THE SCHEDULE OF PARTICULARS)

AND

LYNWOOD MILE PROPRIETARY LIMITED

("Brooklyn House")

THE MINIMUM AGE FOR A RESIDENT TO ENTER INTO THIS ACCOMMODATION SERVICES AGREEMENT IS 18 YEARS OF AGE. RESIDENTS YOUNGER THAN THE AGE OF 18 NEED PERMISSION OF THEIR PARENTS OR LEGAL REPRESENTATIVES TO SIGN THE ACCOMMODATION SERVICES AGREEMENT.

THIS ACCOMMODATION SERVICES AGREEMENT CONTAINS CERTAIN TERMS AND CONDITIONS WHICH APPEAR IN SIMILAR TEXT STYLE TO THIS CLAUSE (BEING IN BOLD AND CAPITAL LETTERS) WHICH -

- **MAY LIMIT THE RISK OR LIABILITY OF BROOKLYN HOUSE OR A THIRD PARTY;**
- **MAY CREATE RISK OR LIABILITY FOR THE RESIDENT;**
- **MAY COMPEL THE RESIDENT TO INDEMNIFY BROOKLYN HOUSE OR A THIRD PARTY; AND/OR**
- **SERVES AS AN ACKNOWLEDGEMENT, BY THE RESIDENT, OF A FACT.**

THE RESIDENT'S ATTENTION IS SPECIFICALLY DRAWN TO THESE TERMS AND CONDITIONS BECAUSE THEY ARE IMPORTANT AND SHOULD BE CAREFULLY NOTED IN TERMS OF THE CONSUMER PROTECTION ACT, 2008.

PLEASE ENSURE THAT BEFORE SIGNING THIS ACCOMMODATION SERVICES AGREEMENT THAT YOU HAVE HAD AN ADEQUATE OPPORTUNITY TO UNDERSTAND SUCH TERMS AND CONDITIONS.

Guarantor Initials _____

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1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context clearly indicates a contrary intention, the following expressions shall bear the meaning assigned to them below and cognate expressions shall bear corresponding meanings:

- (a) **Agreement** means this Accommodation Services Agreement and the annexures hereto;
- (b) **Admin Fee** means the administration fee paid by the Resident when completing the Online Application;
- (c) **Asset Register** means the list of furniture, equipment, fixtures and fittings contained in the Room, annexed hereto as Annexure C;
- (d) **Brooklyn House** means Lynwood Mile Proprietary Limited, registration number: 2019/085472/07;
- (e) **Brooklyn House Conduct Rules** means the conduct rules published by Brooklyn House from time to time relating the Premises on the Brooklyn House Website or Residents Portal;
- (f) **Brooklyn House Website** means the website at <https://brooklyn-house.co.za>;
- (g) **Building** means the student residence building known as *Brooklyn House*, erected on the Property;
- (h) **Business Day** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- (i) **Cancellation Date** means the date on which this Agreement is cancelled by either Party in accordance with its terms;
- (j) **Cancellation Policy** means the cancellation policy annexed hereto as Annexure B;
- (k) **Common Areas** means in relation to the Premises, all common areas and facilities at the Premises, provided by Brooklyn House for the common or joint use and benefit of all the residents of the Building;
- (l) **CPA** means the Consumer Protection Act, 2008;
- (m) **Deposit** means the deposit payable by the Resident in terms of this Agreement before receiving access to the Services;

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- (n) **Force Majeure** means any act of God, strike, war-like operation, rebellion, riot, war, civil commotion, lock-out, unavailability of raw materials, supplier failure, combination of workmen, interference of trade unions, suspension of labour, fire, explosion, floods, accident, acts, regulations or laws of any government or any circumstance arising or action taken beyond or outside the reasonable control of a Party, which directly prevents that Party from the performance of any of the obligations in terms of this Agreement;
- (o) **Guarantor** means the person whose details appear in the Schedule as the Guarantor;
- (p) **Occupation Date** means the date indicated as such in the Schedule, being the date when the Services will commence;
- (q) **Occupation Period** means the period commencing on the Occupation Date and ending on the Termination Date;
- (r) **Online Application** means the application for access to the Services completed by the Resident on the Brooklyn House Website before being provided with a copy of this Agreement;
- (s) **Parties** means Brooklyn House, the Resident and the Guarantor and **Party** shall be a reference to either one of the Parties, as the context may require;
- (t) **Payment Option** means the payment option selected by the Resident in the Schedule, which corresponds to the relevant option in Annexure A hereto;
- (u) **Parking Bay** means the parking bay indicated in the Schedule;
- (v) **Premises** means the Property, the Building, the Room and the Common Areas;
- (w) **Property** means owned by Brooklyn House situated at 77 Lynnwood Road, Brooklyn, Pretoria;
- (x) **Resident** means the person whose details appear in the Schedule as the Resident;
- (y) **Residents Portal** means the portal accessible by residents of the Building via the Brooklyn House Website using a unique username and password which will be provided to each resident, on which notices and communications will be published, and through which residents can, amongst others, log complaints and book outgoing inspections;
- (z) **Room** means the room situated in the Building as indicated in the Schedule, the use and occupation of which forms part of the Services provided by Brooklyn House;
- (aa) **Schedule** means the schedule of particulars to which this Agreement is annexed;
- (bb) **Services** means the services to be provided by Brooklyn House to the Resident in terms of this Agreement, including the use and occupation of the Room, 24/7, full back-up power, security services, access to common areas and common facilities, Wi-Fi access, the use of and access to the Residents Portal and related services provided by Brooklyn House to residents of the Building from time to time;
- (cc) **Service Fee** means the service fee payable by the Resident in consideration for receiving the Services (including the Room and the Parking Bay, if applicable) for the Occupation Period, in the amount indicated in the Schedule;

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- (dd) **Severe Breach** means a breach of a zero tolerance rule contemplated under the Brooklyn House Conduct Rules, the breach of which enables Brooklyn House to immediately cancel this Agreement and to evict the Resident from the Room and Premises;
- (ee) **Signature Date** means the date on which this Agreement is signed by the Party signing this Agreement last, provided all Parties have signed;
- (ff) **Termination Date** means the date indicated as such in the Schedule, being the date on which the Services will terminate;
- (gg) **Terms and Conditions** means the terms and conditions contained in this document, including all schedules and annexures hereto; and

1.2 Construction

- (a) Clause headings are for ease of reference only and unless the context clearly indicates a contrary intention, any expression which denotes:
 - (i) any gender includes all genders;
 - (ii) a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality); and
 - (iii) the singular includes the plural and *vice versa*.
- (b) If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision of this Agreement.
- (c) Where any term is defined in a particular clause, that term shall bear the meaning assigned to it in that clause wherever it is used in this Agreement.
- (d) Where any number of days is to be calculated from a particular day, then:
 - (i) such number shall be calculated as including that particular day;
 - (ii) if the last day of the number of days to be so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the immediately preceding day which is a Business Day.
- (e) Any reference to days (other than a reference to Business Days) or years shall be a reference to calendar days or years, as the case may be.
- (f) Where any day for the performance of any obligation and/or the payment of any amount under this Agreement falls on a day other than a Business Day, such obligation shall be performed and/or such amount shall be paid on the immediately preceding day which is a Business Day.

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- (g) Any term which refers to a South African legal concept or process (including winding up, business rescue or curatorship) shall be deemed to include a reference to the equivalent, concept or process in any other jurisdiction in which this Agreement may apply or to which a Party may be or become subject.
- (h) The use of the word including followed by a specific examples shall not be construed as limiting the meaning of the general wording preceding them and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.
- (i) The Parties agree that any rule of construction requiring that this Agreement be interpreted or construed against the Party responsible for the drafting or preparation to hereof shall not be of any application (whether or not in relation to any dispute arising out of the interpretation of this Agreement or otherwise).
- (j) The obligations of each Party under or in connection with this Agreement are several and no Party shall be responsible for the obligations of any other Party under or in connection with this Agreement. Failure by a Party to perform its obligations under this Agreement shall not affect the obligations of any other Party under this Agreement.

2. COMMENCEMENT, DURATION, OCCUPATION AND CANCELLATION

- 2.1 The Resident hereby agrees to acquire the Services (including renting the Room and the Parking Bay, if applicable) from Brooklyn House who agrees to provide the Services to the Resident (including making available the Room and the Parking Bay, if applicable, to the Resident for occupation), in accordance with the terms and conditions of this Agreement.
- 2.2 This Agreement shall commence on the Occupation Date and shall end on the Termination Date or the Cancellation Date, whichever occurs first, provided that the Occupation Period may be varied by Brooklyn House in accordance with the University of Pretoria academic year.
- 2.3 The Resident will not be allowed access to the Services (including the Room) if the Deposit and the first instalment of the Service Fee (as contemplated in the Payment Option under Annexure A, selected by the Resident in the Schedule) have not been paid in accordance with the terms set out in this Agreement and proof of such payments have been provided to the satisfaction of Brooklyn House.
- 2.4 **THE RESIDENT AGREES TO ACCEPT THE ROOM AND THE PREMISES IN THE CONDITION AS IT STANDS WHEN TAKING OCCUPATION.**
- 2.5 Upon moving into the Room, the Resident must check that the supplied Asset Register is accurate and must complete sign and return an ingoing inspection report to Brooklyn House within 7 days of moving into the Room. If the ingoing inspection report is not completed, signed and returned by the expiry of the aforesaid period, then the Resident accepts that the Room is correct as supplied.
- 2.6 The Resident shall use the Room solely as a residence for educational purposes, whilst registered as a student at a recognised educational institution.
- 2.7 The Resident shall have joint use with the other residents of the Common Areas and undertakes to use all facilities with care and with due regard to the other residents.

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- 2.8 **THE RESIDENT SHALL BE LIABLE FOR ANY DAMAGES CAUSED BY THE RESIDENT, TO THE COMMON AREAS OR THE PREMISES, PROVIDED THAT WHERE OTHER RESIDENTS AND/OR VISITORS ARE INVOLVED IN THE SAME INCIDENT CAUSING SUCH DAMAGE, THE RESIDENTS INVOLVED WILL BE JOINTLY AND SEVERALLY LIABLE.**
- 2.9 The Resident may cancel this Agreement prior to the Termination Date by giving not less than 20 Business Days' prior written notice to Brooklyn House by e-mail to the following e-mail address: rentals@brooklyn-house.co.za, provided that in such circumstances the Resident shall remain liable to Brooklyn House for any amounts owed in terms of the Accommodation Services Agreement up to the Cancellation Date and Brooklyn House will be entitled to impose a reasonable cancellation penalty on the Resident in accordance with the Cancellation Policy.
- 2.10 The Cancellation Policy is applicable whether the Resident or Brooklyn House cancels the Agreement.
- 2.11 At the Termination or Cancellation Date, the Resident shall leave the Room and the furniture, equipment, fixtures and fittings belonging to Brooklyn House in the same clean state, condition and working order as it was received at the Occupation Date, fair wear and tear excepted.
- 2.12 At the Termination or Cancellation Date, the Resident shall attend an outgoing inspection with a representative of Brooklyn House (**Outgoing Inspection**) and sign a copy of the outgoing inspection report produced by Brooklyn House (**Outgoing Inspection Report**).
- 2.13 Should any of the Resident's personal belongings be left in the Room after the Termination Date or Cancellation Date, such items shall become the property of Brooklyn House and the Resident will have no claim against Brooklyn House in connection therewith.

PAYMENTS AND CHARGES

- 3.1 The Service Fee is due annually and shall be paid by the Resident to Brooklyn House in accordance with the applicable Payment Option selected by the Resident.
- 3.2 All payments shall be made free of bank charges, exchange, setoff or deduction.
- 3.3 Payments shall be made by the person responsible for the Resident's account in the manner described in the Payment Option selected by the Resident in accordance with Annexure A.
- 3.4 **IF A PAYMENT IS NOT MADE TIMEOUSLY AND IN FULL IN TERMS OF THIS AGREEMENT, ACCESS TO THE ROOM WILL BE BLOCKED AUTOMATICALLY. IN THE CASE OF LATE PAYMENT, A LATE PAYMENT FEE OF R500.00 WILL BE ADDED TO THE RESIDENT'S ACCOUNT AND WHICH WILL BECOME IMMEDIATELY PAYABLE BY ELECTRONIC FUNDS TRANSFER INTO THE BANK ACCOUNT OF BROOKLYN HOUSE (WHICH WILL BE PROVIDED ON REQUEST) OR BY CREDIT CARD AT THE RECEPTION OF THE BUILDING.**
- 3.5 Should the Resident fail to pay the Service Fee timeously in accordance with the applicable Payment Option, it will constitute a material breach of this Agreement.
- 3.6 The Resident shall pay the Admin Fee to Brooklyn House when doing the Online Application.
- 3.7 **THE ADMIN FEE SHALL BE NON-REFUNDABLE UNDER ANY CIRCUMSTANCES.**

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- 3.8 Should the Resident wish to change to another room, and the request to move is granted by Brooklyn House, an additional Admin Fee will be payable by the Resident to Brooklyn House.
- 3.9 Normal residential use of water, electricity and sewerage utility services will be billed separately over and above the Service Fee. **THESE CHARGES MUST BE PAID ON A PREPAID BASIS USING A SMART WALLET APPLICATION MADE AVAILABLE TO RESIDENTS THROUGH A SMART PHONE APPLICATION. THE RESIDENT WILL HAVE TO DOWNLOAD THE APPLICATION ON HIS/HER SMART PHONE AND ENSURE THAT SMART WALLET IS PRELOADED WITH SUFFICIENT CREDITS TO SETTLE THESE CHARGES ON A MONTHLY BASIS, FAILING WHICH THE RESIDENT WILL NOT HAVE ACCESS TO THE AFORESAID AMENITIES.**
- 3.10 **WHERE THE ROOM IS LOCATED IN A UNIT WHICH HOUSES MULTIPLE RESIDENTS (I.E. A TWO-BED, THREE-BED OR FOUR-BED UNIT), THE RESIDENT AND THE OTHER RESIDENTS OF THAT PARTICULAR UNIT WILL SHARE THE AFORESAID CHARGES EQUALLY AMONGST THEM.**
- 3.11 **A PENALTY FEE WILL BE ADDED TO THE RESIDENT'S ACCOUNT WHEN UNUSUAL HIGH AMOUNTS OF ELECTRICITY IS BEING USED.**
- 3.12 **NOTWITHSTANDING ANYTHING CONTAINED HEREIN, BROOKLYN HOUSE MAY OFFER CERTAIN ADDITIONAL SERVICES AT THE BUILDING NOT SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, IN ADDITION TO THE SERVICES, IN RESPECT OF WHICH BROOKLYN HOUSE MAY CHARGE A SEPARATE FEE TO THE RESIDENT ON AN AD HOC BASIS, PROVIDED THAT IT SHALL BE AT THE RESIDENT'S SOLE DISCRETION WHETHER IT WISHES TO ACQUIRE SUCH ADDITIONAL SERVICES FROM BROOKLYN HOUSE.**

4. DEPOSIT

- 4.1 The Resident shall pay the Deposit to Brooklyn House within 10 days of receiving written confirmation of a successful Online Application was successful and shall submit proof of payment thereof to Brooklyn House when submitting its signed copy of this Agreement.
- 4.2 Brooklyn House shall hold the Deposit for the duration of this Agreement as security for the compliance of the Resident with his/her obligations under this Agreement.
- 4.3 **THE DEPOSIT WILL NOT BEAR INTEREST.**
- 4.4 If this Agreement is terminated or cancelled in accordance with its terms, the Deposit will be refunded to the Resident after deducting any amounts outstanding or payable in terms of this Agreement and subject to the provisions of this clause 4 below.
- 4.5 To ensure a prompt repayment of the Deposit, the Resident must promptly book an Outgoing Inspection online using the Residents Portal provided, attend the Outgoing Inspection with a Brooklyn House representative, sign the Outgoing Inspection Report and submit proof of banking details of the account into which the Deposit must be paid to Brooklyn House.
- 4.6 If the Resident fails to book and/or attend an Outgoing Inspection prior to the Termination Date or the Cancellation Date, Brooklyn House may complete the Outgoing Inspection and list all the items to be replaced on behalf of the Resident in the Outgoing Inspection Report. The Resident will be deemed to have accepted Brooklyn House's Outgoing Inspection Report and the deductions made from the Deposit and the Resident will have no recourse against Brooklyn House in this regard.

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- 4.7 **The maintenance and cleaning costs identified in the Outgoing Inspection Report will be deducted from the Deposit and any other outstanding amounts due in terms of this Agreement will also be deducted from the Deposit before it is refunded.**
- 4.8 The Deposit will be refunded within 21 Business Days after the Termination Date or Cancellation Date, provided the above conditions have been met.
- 4.9 The Deposit will be refunded to the bank details reflected in the Resident's debit order authorisation form, unless the Resident has provided proof of other bank details to Brooklyn House in writing.

5. BROOKLYN HOUSE CONDUCT RULES

- 5.1 The Brooklyn House Conduct Rules are aimed at protecting the use and enjoyment of the Premises and the Common Areas for the benefit of all residents.
- 5.2 **THE RESIDENT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND IS BOUND BY THE BROOKLYN HOUSE CONDUCT RULES, THAT THEY FORM AN INTEGRAL PART OF THIS AGREEMENT AND THAT A BREACH OF THEREOF CONSTITUTES A BREACH OF THIS AGREEMENT.**
- 5.3 Brooklyn House expressly reserves the right to amend the Brooklyn House Conduct Rules at any time and will publish such amended rules on the Residents Portal.

6. ACCESS TO ROOMS BY BROOKLYN HOUSE

- 6.1 Brooklyn House or its representatives, agents, servants and contractors (**Representatives**) may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Resident enter into the Room in order to inspect it, to carry out any maintenance, repairs, replacements or other works, when a breach of this Agreement or Brooklyn House Conduct Rules are reasonably suspected or in the case of any event which Brooklyn house reasonably considers to be an emergency, provided that Brooklyn House shall do so with as little interference with the beneficial enjoyment by the Resident of the Room as possible in the circumstances.
- 6.2 Brooklyn House shall also be entitled to carry out any necessary repairs, replacements or other works to the Premises or to maintain the exterior of the Building and the Common Areas and keep it in good order and condition and for such purposes shall have the right to access the Room, subject to the same proviso as contained in clause 6.1 above.

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7. LIMITATION OF LIABILITY

- 7.1 **SAVE TO THE EXTENT THAT BROOKLYN HOUSE OR ITS REPRESENTATIVES ACTED WITH GROSS NEGLIGENCE OR FRAUDULENT INTENT OR BROOKLYN HOUSE PROVIDED THE RESIDENT WITH A ROOM OR THE PREMISES THAT IS UNSAFE, HAZARDOUS OR DEFECTIVE (AS CONTEMPLATED IN SECTION 53 OF THE CPA), BROOKLYN HOUSE WILL NOT BE LIABLE FOR ANY LOSS OR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF WHATEVER NATURE, HOWSOEVER ARISING, WHICH MAY BE SUFFERED BY THE RESIDENT AND/OR ANY OF THE AGENTS, VISITORS, SERVANTS, GUESTS AND OTHER INVITEES OF THE RESIDENT AND ALL OTHER PERSONS WHO ARE PRESENT AT THE ROOM AND/OR UPON PREMISES OR ANY PART THEREOF THROUGH OR AS A CONSEQUENCE OF THE RESIDENT, AT THE TIME THE LOSS, DAMAGE OR LIABILITY HAS BEEN INCURRED.**
- 7.2 **THE RESIDENT HEREBY INDEMNIFIES BROOKLYN HOUSE AND ITS REPRESENTATIVES AND HOLDS BROOKLYN HOUSE AND ITS REPRESENTATIVES HARMLESS AGAINST:**
- (a) **ANY CLAIMS FROM VISITORS, GUESTS, INVITEES OF THE RESIDENT AND ALL OTHER PERSONS WHO ARE PRESENT AT THE ROOM AND/OR UPON THE PREMISES OR ANY PART THEREOF THROUGH OR BECAUSE OF THE RESIDENT; AND**
 - (b) **ANY LEGAL COSTS OR ANY OTHER EXPENSES REASONABLY INCURRED IN CONNECTION WITH CLAIMS OR ACTIONS ARISING OUT OF ANY OF THE CIRCUMSTANCES SET OUT IN CLAUSE 7.2(a) ABOVE.**
- 7.3 **THE RESIDENT SHALL BE LIABLE AND RESPONSIBLE FOR ANY LOSS, LIABILITY, DAMAGES, EXPENSE, ILLNESS, INJURY OR DEATH AND ANY CLAIMS IN RESPECT THEREOF CAUSED WILFULLY OR AS A RESULT OF NEGLIGENCE (WHETHER BY WAY OF AN ACT OR OMISSION) ON THE PART OF THE RESIDENT:**
- (a) **REPRESENTATIVE OF BROOKLYN HOUSE WHILE PRESENT IN OR AROUND THE PREMISES AND/OR ROOM AND/OR THE COMMON AREAS DURING OR IN RELATION TO THE PROVISION OF THE SERVICES; AND**
 - (b) **TO BROOKLYN HOUSE IN RESPECT OF ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF WHATEVER NATURE CAUSED BY ANY EMPLOYEES, AGENT OR ANY OTHER REPRESENTATIVE OF THE RESIDENT WHILE PRESENT IN OR AROUND THE PREMISES AND/OR ROOM AND/OR COMMON AREAS DURING OR IN RELATION TO THE PROVISION OF THE SERVICES AND THE RESIDENT INDEMNIFIES BROOKLYN HOUSE AND ITS REPRESENTATIVES AND HOLDS BROOKLYN HOUSE AND ITS REPRESENTATIVES HARMLESS ACCORDINGLY.**

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8. INSURANCE

- 8.1 The Resident shall not keep or do anything in or about the Room and/or the Premises which could enhance any of the risks against which the Room and/ or the Premises may be insured to the extent that the insurance of the Room and/or Premises is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased and Brooklyn House may recover from the Resident on demand the full amount of any increase in insurance premiums attributable to a breach of the foregoing provision.
- 8.2 The Resident shall be responsible for obtaining in his/her own name a household comprehensive insurance policy or any other applicable insurance policy to cover his/her personal effects in the Room and/or upon Premises and shall be liable to pay the premiums in respect thereof.
- 8.3 It is specifically agreed that Brooklyn House will not be responsible for any consequential damages suffered by the Resident in respect of fire damage, water damage and/or theft, for which damages the Resident will have to take out his/her own insurance at his/her own cost.

9. DAMAGE OR DESTRUCTION

- 9.1 Should the Room and/or Premises be destroyed or damaged to an extent which prevents the Resident from having substantial beneficial occupation of the Room, then:
- (a) either Party may elect to cancel this Agreement with effect from the date of such destruction or damage; and
 - (b) no Party shall have any claim whatsoever against the other as a result of such destruction or damage or cancellation, unless the destruction or damage was wilfully caused by or through the negligence of the other Party or its employees or agents.
- 9.2 Should the Room and/or Premises be damaged to an extent which does not prevent the Resident from having substantial beneficial occupation of the Room, or should neither Party elect to cancel this Agreement under the circumstances set out in clause 9.1, then this Agreement shall continue to remain in force and Brooklyn House shall, at its own cost, reinstate the Room and/or Premises as quickly as possible under the circumstances;
- (a) the Resident shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation;
 - (b) the Service Fee payable by the Resident shall be reduced pro rata for so long as and to the extent to which the Resident is deprived of the beneficial occupation of the Room; and
 - (c) neither Party shall have a claim of any nature against the other as a result of the said damage, save to require the other to perform its/his obligations as set out in this clause, unless the damage was wilfully caused by or through the negligence of the other Party or its employees or agents.

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10. BREACH

- 10.1 Should the Resident commit a Severe Breach under the Brooklyn House Conduct Rules -
- (a) Brooklyn House shall be entitled to cancel this Agreement with immediate effect by giving the Resident written notice and impose a reasonable cancellation penalty on the Resident in accordance with the Cancellation Policy;
 - (b) The Resident will remain liable to Brooklyn House for any amounts owed in terms of this Agreement, up to Cancellation Date and no minimum notice period will apply as such a breach constitutes a severe breach.
- 10.2 Should the Resident commit any other breach of the Brooklyn House Conduct Rules 3 (three) times during the term of this Agreement -
- (a) Brooklyn House shall be entitled, but not obliged, to cancel this Agreement with immediate effect by written notice to the Resident and impose a reasonable cancellation penalty on the Resident in accordance with the Cancellation Policy;
 - (b) the Resident will remain liable to Brooklyn House for any amounts owed in terms of this Agreement, up to the Cancellation Date no minimum notice period will be applicable for this breach, as the threshold of 3 breaches provides the Resident with more than 20 Business Days' notice of the approaching breach.
- 10.3 Should the Resident fail to pay the Accommodation Fee timeously in terms of this Agreement read with the applicable Payment Option and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect from Brooklyn House:
- (a) Brooklyn House shall be entitled, but not obliged, to cancel this Agreement by giving the Resident at least 20 Business Days prior written notice and may impose a reasonable cancellation penalty on the Resident in accordance with the Cancellation Policy; and
 - (b) the Resident will remain liable to Brooklyn House for any amounts owed in terms of this Agreement, up to the Cancellation Date.
- 10.4 Should either of the Parties:
- (a) commit any breach of any other condition of this Agreement, save for any breach as set out in clauses 10.1 to 10.3 above, and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect to it by the other Party; or
 - (b) commit any act of insolvency; then the other Party shall be entitled to cancel This Agreement or, to the extent possible, remedy such breach and immediately recover the reasonable costs incurred in so doing from the other Party.
- 10.5 While the Resident is in occupation of the Room and irrespective of any dispute between the Parties, then:
- (a) the Resident shall continue to pay all amounts due to Brooklyn House in terms of this Agreement on the due dates of the same;
 - (b) Brooklyn House shall be entitled to recover and accept those payments; and

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- (c) the acceptance by Brooklyn House of those payments shall be without prejudice to and shall not in any manner whatsoever affect Brooklyn House's claim to cancellation of this Agreement or for damages of any other nature whatsoever.

11. FORCE MAJEURE

- 11.1 In the event of Force Majeure, the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues but only to the extent so prevented and shall not be liable for delay or failure in the performance of any obligations hereunder or damage or loss which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Party.
- 11.2 Should the Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

12. NOTICES AND DOMICILIA

- 12.1 The Resident chooses its *domicilium citandi et executandi* for all purposes under this Agreement its address contained in the Schedule and Brooklyn House chooses its office at the Reception of the Building.
- 12.2 All notices to be given in terms of this Agreement will –
- (a) be given in writing;
 - (b) be delivered by hand, sent by prepaid registered post or by email;
 - (c) if delivered by hand, be presumed to have been received on the date of delivery;
 - (d) if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;
 - (e) if sent by email be presumed to have been received on the first Business Day following the date of transmission, unless the contrary is proved.
- 12.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to him/it notwithstanding that it was not sent to or delivered at his/its chosen *domicilium citandi et executandi*.

13. CESSION AND ASSIGNMENT

- 13.1 In the event of disposal by Brooklyn House of the business providing the Services or the Property to any third party, Brooklyn House shall be entitled, on notice to the Resident, to cede all or any of its rights under this Agreement either out and out or as security and to delegate all or any of its obligations under this Agreement to any third party, and the Resident hereby irrevocably consents thereto. On such cession and delegation taking place, the Resident shall, if so required by any cessionary, make all payments directly to such cessionary.

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13.2 Nothing herein contained shall preclude Brooklyn House from ceding its rights and delegating its obligations in terms of this Agreement to a third party, if such cession and delegation is in pursuance of or in connection with a restructuring, re-organisation or amalgamation of Brooklyn House, its holding and/or associate entities, subject always that Brooklyn House shall in such event remain liable for the obligations imposed upon it in terms of this Agreement.

14. COSTS

14.1 Each Party shall bear its own cost and expenses incurred by it to its attorneys and other professional advisers for the preparation, negotiation and entering into of this Agreement.

14.2 In the event of Brooklyn House instructing its attorneys to take measures for the enforcement of any Brooklyn House's rights under this Agreement, the Resident shall on demand pay to Brooklyn House such collection charges and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to Brooklyn House.

15. PARKING BAY (IF APPLICABLE)

15.1 The parking areas on the Premises (including the Parking Bay) shall at all times be subject to the exclusive control and management of Brooklyn House, and Brooklyn House shall have the right from time to time to establish, modify and enforce, by written notice to the Resident, rules and regulations with respect thereto. Such rules shall constitute terms and conditions of this Agreement and therefore be binding and enforceable on the Resident.

15.2 The Resident undertakes that it and its visitors shall -

- (a) use the Parking Bay only for purposes of parking motor vehicles or motorcycles;
- (b) only park their vehicles in the Parking Bay and shall not park in the parking bays of other Residents or staff or in driveways or other Common Areas not specifically designated for parking;
- (c) not permit the obstruction of the free flow of traffic, the entrances or exits of the driveways or the pedestrian entrances to the Building or the Premises;
- (d) not do, or cause to be done, anything on or at the Parking Bay that could cause damage to the Parking Bay;
- (e) use the Parking Bay in the ordinary and normal course and maintain the Parking Bay in a clean and sanitary condition.

15.3 The delivery of goods, furniture, equipment and the like to and from the Premises shall be subject to such rules and regulations, at such times and through the entrances designated for that purpose and in the discretion of Brooklyn House are necessary for the proper operation of the Premises and Building.

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15.4 Brooklyn House shall from time to time be entitled to change the area, location and arrangements of parking areas and other facilities within the Common Areas, to restrict parking by residents and their visitors, to close temporarily or permanently all or any portion of the parking areas and to do and perform such other acts in and to the said areas as, in the use of good business judgement, Brooklyn House shall determine to be advisable with a view to the improving the convenience and use thereof by residents.

16. GENERAL

16.1 This Agreement (including the Brooklyn House Rules) constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained therein shall be binding on the Parties.

16.2 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

16.3 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

16.4 Each provision in this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.

16.5 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

16.6 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

16.7 Each of the Parties to this Agreement hereby acknowledges and agrees that it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of This Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so and all off the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.

Guarantor Initials _____

Resident Initials _____

- 16.8 If any law comes into operation subsequent to the Signature Date which law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law. If either Party is prevented from performing any of its obligations in terms of this Agreement because of any existing or new law or as a result of any event beyond its reasonable control whether or not foreseeable, including general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot, or insurrection, it shall not be liable for any failure to perform its obligations under this Agreement while such event persists.
- 16.9 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

17. GUARANTEE

- 17.1 The Guarantor hereby irrevocably and unconditionally:
- (a) guarantees to Brooklyn House the due and punctual performance and observance by the Resident of all present and future obligations of the Resident in terms of this Agreement, including to pay any amount, liability or claim in terms of this Agreement as and when they fall due, including but without limitation, the payment of the Service Fee in accordance with the selected Payment Option and the Cancellation Fee in terms of the Cancellation Policy (if applicable) (**Guaranteed Obligations**); and
 - (b) undertakes to Brooklyn House, if and whenever the Resident defaults for any reason in the performance of any Guaranteed Obligation, the Guarantor shall immediately on demand perform (or procure the performance of) and satisfy (or procure the satisfaction of) such Guaranteed Obligation in the manner set out in this Agreement as if it were the principal responsible party, and so that the same benefits shall be conferred on Brooklyn House as would have been conferred on it had such Guaranteed Obligation been duly performed and satisfied by the Resident.
- 17.2 The above guarantee is a continuing guarantee and shall extend to all of the Guaranteed Obligations regardless of any intermediate payment or discharge in whole or in part.
- 17.3 The Guarantor waives any right it may have to require Brooklyn House to proceed against or enforce any security or other rights against or claim payment from any person before claiming from the Guarantor under this clause 16.

Guarantor Initials _____

Resident Initials _____



ACCOMMODATION SERVICES AGREEMENT

ANNEXURE A: SERVICE FEE PAYMENT OPTIONS

The Resident is liable, as per the Agreement, for the Service Fee. However, Brooklyn House offers, for your convenience, the following payment options for payment of the Service Fee.

1. PAYMENT OPTION 1: ONE PAYMENT (FULL PAYMENT UPFRONT)

If you select this Payment Option you will receive a 5% discount on the Service Fee.

100% of Service Fee (subject the discount) is payable upfront, within 10 days after receiving confirmation of a successful Online Application, proof of which must be submitted when returning a signed copy of this Agreement.

This payment shall be made EFT into the account of which the details will be provided to the Resident following a successful Online Application.

2. PAYMENT OPTION 2: TWO PAYMENTS

If you select this Payment Option you will receive a 2.5% discount on the Service Fee.

i) 50% of the Service Fee (subject to the discount) is payable upfront, within 10 days after receiving confirmation of a successful Online Application, proof of which must be submitted when returning a signed copy of this Agreement.

(ii) 50% of the Service Fee (subject to the discount) is payable by no later than 1 July 2021.

These payments shall be made by EFT into the account of which the details will be provided to the Resident following a successful Online Application.

4. PAYMENT OPTION 3: 12 PAYMENTS

The Service Fee is payable in 12 equal instalments as follows -

i) the first instalment is payable upfront, within 10 days after receiving confirmation of a successful Online Application, proof of which must be submitted when returning a signed copy of this Agreement.

ii) the remaining 11 instalments are payable monthly on or before the first day of each calendar month, commencing on 1 January 2021 and ending on 1 November 2021.

For this option, the Service Fee will be paid in terms of a monthly debit order in accordance with the Debit Order Form to be completed and signed by the personal responsible for the Resident's account, which form will be provided to the Resident following a successful Online Application.

Guarantor Initials _____

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ACCOMMODATION SERVICES AGREEMENT

ANNEXURE B: CANCELLATION POLICY

We hope you have a happy stay at Brooklyn House, however, if you decide for any reason to cancel the Agreement, or breach a clause in the Agreement and fail to remedy the breach in accordance with the Agreement, this Cancellation Policy will come into effect.

Any outstanding payments must be settled before cancellation of this Agreement. The Cancellation Policy is applicable whether the Resident or Brooklyn House cancels the Agreement.

SCENARIO 1: THE APPLICANT CANCELS HIS APPLICATION BEFORE SIGNING THE AGREEMENT:

Cancellation fee	No cancellation penalty is applicable.
Admin Fee	Admin fee paid is not refundable.
Deposit	Fully refundable.
Service Fee	Refund in full of any amount already paid by the Resident towards the Service Fee.

SCENARIO 2: THE RESIDENT CANCELS AFTER SIGNING THE AGREEMENT BUT BEFORE 1 NOVEMBER 2020:

Cancellation fee	R5,000.
Admin Fee (non-refundable)	Admin fee paid is not refundable.
Deposit	Only the balance of the deposit will be refunded after the deduction of the cancellation fee.
Service Fee	Refund in full of any amount already paid by the Resident towards the Service Fee beyond the Cancellation Date.

Guarantor Initials _____

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ACCOMMODATION SERVICES AGREEMENT

ANNEXURE B: CANCELLATION POLICY

SCENARIO 3: THE RESIDENT CANCELS AFTER SIGNING THE AGREEMENT, AFTER 1 NOVEMBER 2020 BUT BEFORE 1 JUNE 2021:

Cancellation penalty	R5,000 if the Resident finds a suitable replacement student to sign a new Accommodation Services Agreement for the Room for the remaining period of the Agreement. If not, R5,000 plus 50% of the Service Fee due for the remainder of the term of the Agreement. The aforesaid will be deducted from the Service Fees paid to date. Alternatively, if there is no balance of Service Fees or if the balance of the Service Fees is not enough to cover the aforesaid the Resident will have to pay the aforesaid amounts directly to Brooklyn House as provided for in the Agreement.
Admin Fee	Admin fee paid is not refundable.
Deposit	Only the balance of the deposit will be refunded after the deduction of the cancellation fee and any other amounts due to Brooklyn House under the Agreement and subject to clause 4 of the Agreement.
Service Fee	The resident is responsible for all the Service Fees up to date of cancellation. The balance of the Service Fees paid in advance of the Cancellation Date, less the aforesaid cancellation penalty shall be refunded to the Resident (if applicable).

SCENARIO 4: THE RESIDENT CANCELS AFTER SIGNING THE AGREEMENT AND AFTER 1 JUNE 2021:

Cancellation penalty	<p>R5,000 if the Resident finds a suitable replacement student to sign a new Accommodation Services Agreement for the Room for the remaining period of the Agreement. If not, 100% of the Service Fee due for the remainder of term of the Agreement.</p> <p>The aforesaid will be deducted from the Service Fees paid to date. Alternatively, if there is no balance of Service Fees or if the balance of the Service Fees is not enough to cover the aforesaid the Resident will have to pay the aforesaid amounts directly to Brooklyn House as provided for in the Agreement.</p>
Admin Fee (non-refundable)	Admin fee paid is not refundable
Deposit	Only the balance of the deposit will be refunded after the deduction of the cancellation fee and any other amounts due to Brooklyn House under the Agreement and subject to clause 4 of the Agreement.
Service Fee	The Resident is responsible for all the Service Fees up to the Cancellation Date. The balance of the Service Fees paid in advance of the Cancellation Date, less the aforesaid cancellation penalty shall be refunded to the Resident (if applicable).

Guarantor Initials _____

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ACCOMMODATION SERVICES AGREEMENT

ANNEXURE C: ASSET REGISTER

Asset	Room Type							
	1-bed Type A	1-bed Type B	1-bed Type MIP	2-bed Type A	2-bed Type B	2-bed Type C	3-bed	4-bed
Fridge	●	●	●	●	●	●	●	●
Stove	●	●	●	○	○	○	○	○
Oven	●	●	●	○	○	○	○	○
Microwave	●	●	●	○	○	○	○	○
Armchair	●	X	X	X	X	X	X	X
Couch	X	●	●	○	○	●	X	○
Coffee Table	X	●	●	X	X	●	X	X
Nightstand	●	●	●	●	●	●	●	●
Smart TV	●	●	●	○	○	●	○	○
Study Chair	●	●	X	●	●	●	●	●
Kitchen Stool	X	X	X	●	●	X	X	●
Headboard	●	●	●	●	●	●	●	●
Bed Base	●	●	●	●	●	●	●	●
Mattress	●	●	●	●	●	●	●	●
Mattress Protector	●	●	●	●	●	●	●	●

Legend	Shared	Private	N/A
	○	●	X