



National Student Financial Aid Scheme

**STANDARDISED FIXED-TERM LEASE AGREEMENT**

**BETWEEN**

**THE PRIVATE ACCOMMODATION PROVIDER (“LESSOR”)**

**AND**

**THE NSFAS-FUNDED STUDENT (“LESSEE”)**



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LESSOR DETAILS	LESSEE DETAILS
FULL NAME:	FULL NAME:
REGISTRATION NO:	IDENTITY NO:
PHYSICAL ADDRESS:	PHYSICAL ADDRESS:
EMAIL:	EMAIL:
CONTACT NUMBER:	CONTACT NUMBER:
LEASE DETAILS	GUARDIAN DETAILS (IF LESSEE IS A MINOR)
ADDRESS AND DESCRIPTION OF LEASED PREMISES (PROPERTY/BUILDING/UNIT NO.):	NAME:
	IDENTITY NUMBER:
NSFAS ACCREDITATION NO.:	PHYSICAL ADDRESS:
LEASE PERIOD IN NUMBER OF MONTHS:	EMAIL:
START DATE OF LEASE:	CONTACT NUMBER:
TERMINATION DATE OF LEASE:	
MONTHLY RENTAL AMOUNT:	RELATIONSHIP TO NSFAS-FUNDED STUDENT:



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## 1. DEFINITIONS

In this lease agreement, except in a context indicating that some other meaning is intended –

- 1.1. "Building" means the building recorded on the cover page of this agreement;
- 1.2. "Day" means any day of the week, excluding weekends and public holidays;
- 1.3. "Guardian" means the guardian who enters into this agreement on behalf of the Lessee;
- 1.4. "Institution of Higher Learning" means any public university or technical and vocational education and training institution within South Africa;
- 1.5. "Lease Period" means the lease period recorded on the cover page of this agreement;
- 1.6. "Lease Start Date" means the start date recorded on the cover page of this agreement;
- 1.7. "Lessee" means the NSFAS Funded Student and Lessee recorded on the cover page of this agreement;
- 1.8. "Lessor" means the Lessor recorded on the cover page of this agreement;
- 1.9. "Month" means a calendar month, and more specifically:
  - 1.9.1. In reference to a number of months from a specific date, a calendar month starting on that date or the same date of any following month; and
  - 1.9.2. in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "Monthly" has the corresponding meaning;
- 1.10. "National Accreditation Panel" is the NSFAS National Accreditation Panel appointed to accredit accommodation, in accordance with, amongst others, the Policy on the Minimum Norms and Standards for Student Housing at Public Universities, published in terms of the Higher Education Act 101 of 1997;
- 1.11. "NSFAS" means the National Student Financial Aid Scheme established in terms of the National Student Financial Aid Scheme Act 56 of 1999, and has the same meaning as "the Scheme";
- 1.12. "Party or Parties" means either the Lessee or the Lessor or both of them;
- 1.13. "Premises" means the unit number in the Building recorded on the cover page to this agreement;
- 1.14. "Private Accommodation Provider" means a private accommodation provider accredited by NSFAS to provide accredited accommodation to NSFAS-funded students;
- 1.15. "Property" means the address on which the Building is located, as recorded on the cover page to this agreement; and
- 1.16. "Student Accommodation Portal" is the electronic platform established by NSFAS to facilitate the accreditation and grading of proposed accommodation, as well as the assignment of accommodation to eligible students, and the facilitation of queries concerning accredited premises. The term has the same meaning as "the Portal".



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## 2. INTERPRETATION

- 2.1. References to notices, statements, and other communications by or from the Lessor include notices by or from the Lessor's agent.
- 2.2. Expressions in the singular include the plural, and the other way round. Words and phrases indicating natural persons refer also to juristic persons, and the other way round. Pronouns of any gender include the corresponding pronouns of the other gender.
- 2.3. Any provision of this lease placing a restraint, prohibition, or restriction on the Lessee must be interpreted to include the implied term that the Lessee must ensure that everybody entering the Premises also complies with that provision. Those people include the guests of the Lessee.
- 2.4. Clause headings appear in this agreement for purposes of reference only and must not influence the proper interpretation of the subject matter.
- 2.5. South African law will apply to this agreement.

## 3. LEASE AGREEMENT

- 3.1. The Lessor lets and the Lessee hires the Premises on the terms of this agreement.

## 4. DURATION

- 4.1. The lease will start on the commencement date and end on the termination date recorded on the cover page of this agreement.
- 4.2. The Lessee warrants that they have concluded a valid and current bursary agreement with NSFAS and that they are registered with an Institution of Higher Learning.

## 5. RENT AND PAYMENT

- 5.1. The rent payable is recorded on the cover page of this agreement.
- 5.2. The rent will be paid monthly to the Lessor by NSFAS on behalf of the Lessee, in accordance with the NSFAS Terms and Conditions for Private Accommodation Providers' Participation on the Student Accommodation Portal.
- 5.3. The Lessor may not require or permit the Lessee to pay a deposit, top-up payments, or any other forms of payment to the Lessor or any other person in connection with this agreement, including payment of rent while awaiting payment from NSFAS.
- 5.4. The Lessor shall have no recourse against the Lessee for any default in the payment of rent by NSFAS.



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## 6. DEFUNDING OF THE LESSEE AS A NSFAS-FUNDED STUDENT

- 6.1. Where the Lessee is defunded due to an incorrect decision by NSFAS:
- 6.1.1. the Lessee will not be liable for payment of any arrear rent to the Lessor up until the date of being defunded, which will remain for NSFAS' account to settle; and
  - 6.1.2. where the Lessee chooses to continue occupying the leased premises notwithstanding being defunded by NSFAS, the Lessee will be liable for payment of rent to the Lessor from the date of being defunded.
- 6.2. Where the Lessee is defunded by NSFAS due to a misrepresentation by the Lessee/Guardian at any stage:
- 6.2.1. The Lessee must immediately vacate the leased property; and
  - 6.2.2. will be liable for payment of all rent due to the Lessor.

## 7. ASSIGNMENT AND SUBLETTING

The Lessee may not:

- 7.1. cede or assign (transfer) all or any of the Lessee's rights and obligations under this agreement;
- 7.2. sublet the Premises in whole or part;
- 7.3. give up possession of the Premises to any third party; or
- 7.4. vacate the Premises without complying with clause 22.3 below.

## 8. GENERAL DUTIES OF THE LESSEE

In addition to the roles and responsibilities agreed to between the Parties, the Lessee must:

- 8.1. keep the Premises clean and tidy;
- 8.2. not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a private dwelling;
- 8.3. take all reasonable measures to protect the Premises and all its parts (including all fixtures, fittings, accessories, appliances and keys) from abuse, damage, destruction and theft;
- 8.4. not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or other common part of the Building in a manner that causes a nuisance or obstruction;
- 8.5. not bring anything into the Premises or the Building which, because of its weight or other characteristics, might cause damage to the Building or the Premises;
- 8.6. not disobey any of the conditions of the title of the Property or any of the laws, rules or regulations affecting owners or occupiers of the Property and Building;
- 8.7. not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other occupiers of the Building;



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- 8.8. not leave refuse or allow it to build up in or about the Premises except in the refuse bins provided;
- 8.9. not interfere with the electrical, plumbing or gas installations or systems serving the Premises or the Building;
- 8.10. not allow any person besides the NSFAS-funded student to reside in the Premises;
- 8.11. not keep any live animals on the Premises; and
- 8.12. take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes, and water pipes serving the Premises.

## **9. LESSOR'S OBLIGATION TO MAINTAIN THE PREMISES**

- 9.1. The Lessor undertakes to comply at all times with the NSFAS Terms and Conditions for Private Accommodation Providers' Participation on the Student Accommodation Portal.
- 9.2. The Lessor shall be responsible for maintaining in good order and repair, the structure of the Building, all systems, works, and installations contained in it, the roofs, the exterior walls, the lifts, if there are any, the grounds and gardens, and all other common parts of the Property.
- 9.3. The Lessor's maintenance of the Premises will have a bearing on its grading, as per the Standard Terms and Conditions for PAPS' Participation on the Student Accommodation Portal.
- 9.4. The Lessor undertakes to provide to the Lessee emergency disaster and medical response plans as well as safe and secure leased premises.
- 9.5. The Lessor may provide, where reasonably possible, health and wellness support to the Lessee.

## **10. LESSEE'S RESPONSIBILITIES IN RELATION TO MAINTENANCE OF THE LEASED PREMISES**

- 10.1. The Lessee acknowledges that at the lease start date the Premises and, if applicable, the furniture in the Premises, is in good order and condition and that all keys, locks, glass windows, electrical installations, and other appurtenances are likewise in good order and condition.
- 10.2. The Lessee hereby agrees to keep the Premises and the furniture situated therein in good order and condition and in a clean, sanitary and suitable condition during the currency of this agreement and any renewal thereof and undertakes that at the termination of this agreement they will return the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear excepted.



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- 10.3. Should the Lessee find, after taking occupation of the Premises, that there are items of the Premises or of the furniture that are not in good order and condition, the Lessee shall notify the Lessor of such other items within 30 (thirty) days of the lease start date.
- 10.4. The Lessee must report any maintenance queries and complaints on the Student Accommodation Portal.

## 11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- 11.1. The Lessee may not make any alterations or additions to the Premises without the written approval of the Lessor.

## 12. LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

- 12.1. The Lessor, its representatives, agents, employees, or contractors may, on a mutually agreed date and time, enter the leased Premises in order to:
  - 12.1.1. inspect them;
  - 12.1.2. carry out any necessary repairs, replacements or other works;
  - 12.1.3. perform any other lawful function in the *bona fide* (good faith) interests of the Lessor or any of the occupiers of the Property; or
  - 12.1.4. carry out any necessary repairs, replacements, or other works elsewhere in the Building or on the Property.
- 12.2. The Lessor must ensure that the right in this clause 11 is exercised with regard for, and with a minimum of interference with, the beneficial enjoyment of the Premises by the Lessee.
- 12.3. The Lessor may not, however, cause or allow any major building works to be carried out anywhere on the Property for longer than 1 week from the date on which the building work starts unless the Lessee has consented otherwise in writing and the Lessor has notified NSFAS.
- 12.4. Notwithstanding the provisions of clauses 11.1 – 11.3, the Lessee hereby consents to give immediate access to the Lessor, its representatives, contractors, and/or agents if emergency work is required on the Premises.

## 13. RULES AND POLICIES

- 13.1. The Lessee must at all material times comply with the reasonable rules laid down in writing by or on behalf of the Lessor for lessees and other occupiers of the Property and their invitees, including rules in connection with:
  - 13.1.1. the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Property or any parts thereof;
  - 13.1.2. the driving and parking of vehicles on or about the Property; and
  - 13.1.3. the utilisation of common amenities and facilities on the Property.
- 13.2. The Lessor undertakes to comply with and to ensure compliance with the Lessor's Sexual Harassment Policy.





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- 13.3. The Lessee undertakes to comply with the provisions of the Lessor's Sexual Harassment Policy.
- 13.4. The Lessor must ensure that copies of the rules and Sexual Harassment Policy are uploaded on the Student Accommodation Portal.

#### **14. DAMAGE TO OR DESTRUCTION OF PREMISES**

- 14.1. If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this agreement may be terminated, provided that no termination of the agreement shall be effective unless prior notice is given to NSFAS by the Parties respectively. The Party giving notice must set out, in detail, the factual circumstances rendering the Premises incapable of beneficial occupation.
- 14.2. NSFAS may appoint a multidisciplinary team/ panel to conduct an urgent inspection of the Property and to make recommendations to the NSFAS Evaluation Committee on the measures to be taken to address the circumstances set out in the notice, including whether the dispute resolution mechanisms provided for in the Standard Terms and Conditions for Private Accommodation Providers' Participation on the Student Accommodation Portal should be invoked.
- 14.3. The Lessee bears the responsibility to report any maintenance requests on the Student Accommodation Portal, as and when the need for the maintenance of the Premises arises.
- 14.4. If the Evaluation Committee determines that the Premises are significantly damaged but can still be beneficially occupied, this agreement will continue, and the Lessor must repair the damage without delay. The rent may then be abated.
- 14.5. Any dispute arising from the application of this clause, or relating to the abatement, must be dealt with in terms of the Standard Terms and Conditions for Private Accommodation Providers Participation on the Student Accommodation Portal.
- 14.6. In the event that the Lessee damages any property to or on the Premises/Property/Building, the Landlord must report the same on the Student Accommodation Portal. The Lessee will be personally liable for the payment of any repairs or replacement to or of the damaged property and may be subjected to the disciplinary code of the institution.

#### **15. REVOCATION AND/OR SUSPENSION OF ACCREDITATION**

- 15.1. If the Lessor's private accommodation provider accreditation is revoked by NSFAS, this agreement shall remain effective, valid, and enforceable until the Lessee secures alternative accommodation.





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## 16. NEW LESSEES AND PURCHASERS

- 16.1. The Lessor must give three (3) months' notice to the Lessee and NSFAS, before the sale of the Property to a third party.
- 16.2. The Lessee must at all reasonable times during the term of this agreement, allow access to prospective purchasers or lessees of the Property; and
- 16.3. During the last month of the Lease Period, allow prospective lessees or purchasers of the Premises to enter and view the interior of the Premises.

## 17. DOMICILIA AND NOTICES

- 17.1. The parties choose as their domicilia citandi et executandi (address to receive legal notices) their addresses provided on the cover page of this agreement. A Party can change its domicilium by informing the other thereof in writing.
- 17.2. Any notice or communication given in terms of this agreement is valid and effective only if it is in writing.
- 17.3. It is acceptable to give notice in writing by email. Notwithstanding any contrary provision, a written notice or communication received by a party is an adequate written notice or communication notwithstanding that it was not sent to or delivered to its chosen *domicilium citandi et executandi*.
- 17.4. Notice sent by email is deemed to have been received on the date of delivery.

## 18. WHOLE AGREEMENT

- 18.1. This is the entire agreement between the parties on the subject.
- 18.2. Neither party relies on entering into this agreement upon any warranties, representations, disclosures, or expressions of opinion that have not been incorporated into this agreement as warranties or undertakings.
- 18.3. No variation or consensual cancellation of this agreement will be of any force unless reduced to writing, signed by both parties and communicated to NSFAS.

## 19. NON-WAIVER

- 19.1. No extension of time or indulgence must be interpreted as a waiver (abandonment) of any right in terms of this agreement that one party may have against the other.
- 19.2. The failure of either party to comply with any non-material provision of this agreement will not excuse the other party from performing its obligations fully and on time.



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## 20. WARRANTY OF AUTHORITY

- 20.1. The person signing this agreement on behalf of the Lessor expressly warrants their authority to do so.
- 20.2. The Lessee, alternatively the Lessee's guardian, warrants their authority to enter into this agreement.

## 21. CONFIDENTIAL INFORMATION

- 21.1. The Lessor must treat all data as confidential, including data relating to the Lessee, which the Lessor may receive from NSFAS or the Lessee while fulfilling its obligations under this agreement.
- 21.2. The Lessor must not process data obtained from the Lessee or the Scheme for any purpose unless such processing is necessary to carry out the Lessor's obligations in terms of this agreement.
- 21.3. The Lessor must not divulge to any other third party in any other circumstances any such information, whether during the currency of its relationship with the Lessee or at any time thereafter, unless the prior written consent of the Lessee has been obtained.
- 21.4. The Lessor undertakes to ensure that its employees or agents keep as confidential, data which becomes known to them by reason of the relationship between the parties.
- 21.5. Upon the termination of this agreement, the Lessor must immediately return to the Lessee all confidential information and property of the Lessee in the Lessor's possession.

## 22. TERMINATION OF LEASE AGREEMENT

- 22.1. This agreement terminates in the event that –
  - 22.1.1. the Lessee ceases to be a student registered at an Institution of Higher Learning;
  - 22.1.2. the Lessee vacates the Premises;
  - 22.1.3. the duration contemplated in clause 4 expires;
  - 22.1.4. clause 6 applies;
  - 22.1.5. clause 13 applies and provided that the parties have complied with the provisions of that clause; and
  - 22.1.6. clause 14 applies and provided that the parties have complied with the provisions of that clause.
- 22.2. If for any reason for any reason, either Party resolves to terminate this agreement, such Party shall:
  - 22.2.1 inform the Institution of Higher Learning of the termination via the Portal;
  - 22.2.2 provide the other Party with one (1) month's written notice of termination and
  - 22.2.2 provide one (1) month's written notice thereof to NSFAS.
- 22.3. Where the Lessee moves accommodation providers without the prior approval of NSFAS, NSFAS may elect not to pay any rental to the new accommodation provider and any such rental payments will be for the Lessee's own account.



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### 23. DISPUTE RESOLUTION

23.1. Any dispute arising between the parties regarding the interpretation or implementation of this agreement must be dealt with in accordance with any dispute resolution procedure determined by NSFAS for this purpose.

### 24. SIGNATURE

<b>I hereby confirm that I understand and accept the terms and conditions of this Lease Agreement.</b>	
Signed by Lessor	Signed by Lessee/Guardian
Date	Date
Signature	Signature