

# SERVICE AND RESIDENCE AGREEMENT

## SERVICE AND RESIDENCE AGREEMENT

between  
 CAMPUSKEY (PROPRIETARY) LIMITED  
 and  
 THE RESIDENT

### 1. NOTICE

1.1 CampusKey, in complying with the Consumer Protection Act, Act 68 of 2008 ("CPA"), hereby specifically draw the Resident's attention to the clauses printed in **bold**.

1.2 Kindly ensure that before signing this Agreement that you have had an adequate opportunity to understand these terms.

### 2. YOUR STAY

2.1 This Agreement shall commence on the Check-in Date and end on the Check-out Date as indicated on the Student Portal, except if cancellation occurs in accordance with the provisions of clause 13 or 14 below.

### 3. PAYMENTS

3.1 The Service and Residence Fee is due yearly in advance and shall be paid by the Resident to CampusKey in terms of this Agreement.

3.2 All payments shall be made free of bank charges, deduction and set off.

3.3 The SRA Fee must be paid in accordance with the agreed upon due dates and instalments as elected in **Annexure A: Payment Options**.

3.4 Payments shall be made by using the electronic Statement of Account in the Student Portal.

3.4 **If a payment is not (fully) received, or is received late, access to the Room will be blocked automatically.**

3.5 **In the case of late payment, a late payment of fee of R500 will be added to the Resident's account.**

3.6 Should the Resident fail to pay the SRA Fee timeously; the Resident shall be in breach of this Agreement.

### 4. ADMINISTRATION FEE

4.1 The Resident shall pay an Administration Fee to CampusKey when applying for the Service online via the website of CampusKey.

4.2 **The Administration Fee is non-refundable.**

### 5. DEPOSIT

5.1 The Resident shall pay a Deposit to CampusKey when applying online for the Services via the website of CampusKey.

5.2 CampusKey shall hold the Deposit throughout Your Stay as security for the compliance of the Resident with their obligations under this Agreement.

5.3 **The Deposit will not bear interest.**

5.4 On termination, the Deposit will be refunded to the Resident after deducting any amounts outstanding or payable in terms of this Agreement and subjected to a successful Check-out Inspection, as set out in **Annexure B: Deposit Refund Policy**.

5.5 **Deposits are refunded within 21 Business Days after the Check-out Date of Your Stay.**

### 6. CHECK-IN AND OCCUPATION

6.1 The Resident will not be able to occupy the Room if the Administration Fee, the Deposit and the Service and Residence Fee or any other outstanding payments have not been paid in accordance with the terms set out in this Agreement.

6.2 **The Resident acknowledges and expressly agrees to accept the Room and the Premises in the condition as it stands.**

6.3 Upon moving into the Room, the Resident must check that the supplied Room Inventory is accurate and must complete, sign and return an Incoming Inspection Checklist to CampusKey within 7 days of moving into the Room.

6.4 If the Incoming Inspection checklist is not complete, signed and returned, then the Resident accepts that it is correct as supplied.

6.5 **The Resident is responsible to acquire a mattress protector before Your Stay and utilize it during Your Stay.**

6.6 The Resident shall use the room solely as a residence for educational purposes, whilst registered as a student at a recognised educational institution.

6.7 The Resident shall have joint use with the other residents of the Communal Areas in the building and undertakes to use all facilities with care and with due regard to the other residents.

6.8 **The Resident is jointly and severally liable with other residents for any damage caused to any Communal Areas or the Premises.**

### 7. WATER, ELECTRICITY AND MUNICIPAL CHARGES

7.1 Normal residential use of water, electricity and sewerage utility services will be included in the Services and Residence Fee.

7.2 **A penalty fee will be added to the Resident's account, as set out in Student Community Guidelines, when unusual high amounts of electricity is being used.**

### 8. BENEFICIAL OCCUPATION OF THE ROOM

8.1 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:

8.1.1 either Party may elect to cancel this Agreement with effect from the date of such destruction or damage; and

8.1.2 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/parties or its/his employees or agents.

8.2 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 8.1, then this Agreement shall continue to remain in force and:

8.2.1 CampusKey shall, at its own cost, reinstate the Room and/or Premises as quickly as possible under the circumstances;

8.2.2 the Resident shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation;

8.2.3 the Service and Residence 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

8.2.4 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/parties or its/his employees or agents.

## 9. LIABILITY AND INDEMNITY

9.1 Except to the extent that:

9.1.1 CampusKey acted with gross negligence or fraudulent intent; or

9.1.2 CampusKey provided the Resident with access to a Room or the Premises that is unsafe, hazardous or defective as contemplated in section 53 of the CPA,

CampusKey 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 upon the Room and/or Premises or any part thereof through or as a consequence of the Resident, at the time the liability has been incurred.

9.2 Subject to clause 9.1 above, the Resident hereby indemnifies CampusKey and holds CampusKey harmless against:

9.2.1 any claims from visitors, guests, invitees of the Resident and all other persons who are present upon the Room and/or the Premises or any part thereof through or as a consequence of the Resident; and

9.2.2 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 9.2.1 above.

9.3 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 gross negligence (whether by way of an act or omission) on the part of the Resident:

9.3.1 to any employees, agents or any other representative of CampusKey while present in or around the Premises and/or Room and/or the Communal Areas during or in relation to the provision of the Services; and

9.3.2 to CampusKey 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 Communal Areas during or in relation to the provision of the Services.

And the Resident furthermore indemnifies CampusKey and holds CampusKey harmless accordingly.

## 10. STUDENT COMMUNITY GUIDELINES

10.1 The CampusKey Student Community Guidelines (Annexure D), are aimed at protecting the use and enjoyment of the building, the Premises, the Communal Areas and all facilities by all residents.

10.2 The Resident acknowledges that he/she has read, understands and is bound by the Student Community Guidelines, that the Student Community Guidelines are an essential part of this Agreement and that a breach of the Student Community Guidelines constitutes a breach of this Agreement.

10.3 CampusKey expressly reserves the right to amend the Student Community Guidelines at any time and will publish such amendment on our website.

## 11. CHANGE OF ROOMS

11.1 Should the Resident wish to change rooms during Your Stay, an additional Administration Fee will be payable.

## 12. ENTERING ROOMS

12.1 CampusKey or its representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Resident:

12.1.1 enter the Room due to a presumption of breaching the Community Guidelines, for security reasons, hygiene matters, in order to inspect it, to carry out any maintenance, repairs, replacements or other works, or to perform any other function in the bona fide interests of CampusKey; or

12.1.2 carry out elsewhere on the Premises any necessary repairs, replacements or other works or to maintain the exterior of the building and the Communal Areas and keep it in good order and condition.

12.2 CampusKey shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Room by the Resident.

## 13. BREACH OF THE AGREEMENT

13.1 Should the Resident breach this Agreement due to **breaching a Zero Tolerance Rule** as set out in Annexure D: Community Guidelines:

13.1.1 CampusKey shall be entitled to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as set out in **Annexure C: Cancellation Policy**;

13.1.2 the Resident will remain liable to CampusKey for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.1.3 no notice period will be applicable for this breach as the breach is severe.

13.2 Should the Resident breach this Agreement due to **breaching any of the Community Guidelines 3 (three) times** during Your Stay:

13.2.1 CampusKey shall be entitled, but not obliged, to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as set out in **Annexure C: Cancellation Policy**;

13.2.2 the Resident will remain liable to CampusKey for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.2.3 no notice period will be applicable for this breach, as the three-step fine system offers the Resident more than 20 Business Days' notice of the approaching breach.

13.3 Should the Resident breach this Agreement due to **failing to pay the Service and Residence Fee** timeously in terms of this Agreement and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect from CampusKey:

13.3.1 CampusKey shall be entitled, but not obliged, to cancel this Agreement and impose a reasonable cancellation penalty on the Resident, as set out in **Annexure C: Cancellation Policy**;

13.3.2 the Resident will remain liable to CampusKey for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.3.3 CampusKey will issue a written notice to the Resident 20 Business Days prior to cancelling the Agreement.

13.4 Should either of the Parties:

13.4.1 commit any breach of any other condition of this Agreement, save for a breach as set out in clause 13.1, 13.2 and 13.3, 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

13.4.2 commit any act of insolvency;

then the other Party shall be entitled to:

13.4.2.1 cancel this Agreement; or

13.4.2.2 remedy such breach and immediately recover the total cost it has incurred in so doing from the other Party.

13.5 While the Resident is in occupation of the Room and irrespective of any dispute between the Parties, then:

13.5.1 the Resident shall continue to pay all amounts due to CampusKey in terms of this Agreement on the due dates of the same;

13.5.2 CampusKey shall be entitled to recover and accept those payments; and

13.5.3 the acceptance by CampusKey of those payments shall be without prejudice to and shall not in any manner whatsoever affect CampusKey's claim to cancellation of this Agreement or for damages of any other nature whatsoever.

#### 14. CANCELLATION POLICY

14.1 The Resident may choose to cancel this Agreement prior to the Check-out date of Your Stay.

14.2 The Resident should request such cancellation in writing from CampusKey by giving 20 Business Days' written notice by email to [info@campuskey.co.za](mailto:info@campuskey.co.za), in which event:

14.2.1 the Resident will remain liable to CampusKey for any amounts owed in terms of this Agreement, up to date of cancellation; and

14.2.2 CampusKey will be entitled to impose a reasonable cancellation penalty on the Resident, as set out in **Annexure C: Cancellation Policy**.

14.3 The Cancellation Policy is applicable whether the Resident or CampusKey affects the cancellation.

#### 15. CHECK-OUT

When the Service and Residence Agreement comes to an end, for whatever reason, the Resident shall:

15.1 Attend a Check-out inspection and sign a copy of the Check-out Inspection checklist;

15.2 Vacate the Room and remove all their belongings from the Room, building and all other areas of the Premises;

15.3 Leave the Room and the Room Inventory in the same clean state and condition as they were in at the beginning of Your Stay, fair wear and tear excepted;

15.4 Confirm to CampusKey the banking details to which the Deposit, less any deductions made in accordance to the Service and Residence Agreement, should be refunded to; and

15.5 Should any of your personal belongings be left in the Room after the Check-Out date, CampusKey shall obtain ownership thereof.

#### 16. INSURANCE

16.1 The Resident shall not keep or do in or about the Room and/or the Premises anything such as is liable to 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.

16.2 CampusKey may recover from the Resident on demand the full amount of any increase in insurance premiums attributable to a breach of the foregoing provision.

16.3 **The Resident shall be responsible for effecting in his/her own name a Household Comprehensive Insurance Policy or any other applicable insurance policy to cover his/her personal effects upon the Room and/or Premises and shall pay the premiums in respect thereof.**

16.4 **It is specifically agreed that CampusKey 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 effect his own insurance at his own cost.**

#### 17. MINIMUM AGE AND SURETYSHIP

17.1 The minimum age for a Resident to make a booking is 18 years. Resident's younger than the age of 18 need permission of their parents or legal representatives to make a booking at CampusKey.

17.2 If the person signing this electronic Agreement, as reflected on the Student Portal, is not the Resident of the Room, then the person signing this Agreement accepts his/her liability jointly and severally with the Resident as surety and co-principal debtor for amounts which may become due to CampusKey by the Resident at any time in terms of this Agreement.

#### 18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement their respective addresses set out on the Student Portal.

18.2 All notices to be given in terms of the Agreement will –

18.2.1 be given in writing or by email;

18.2.2 be delivered or sent by prepaid registered post or by email;

18.2.3 if delivered be presumed to have been received on the date of delivery;

18.2.4 if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;

18.2.5 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.

18.3 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.

#### 19. GENERAL

19.1 This Agreement 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 in this Agreement shall be binding on the Parties.

19.2 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.

19.3 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.

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

#### 20. COMPLAINTS

20.1 A complaint filed with CampusKey regarding the performance of this Agreement must be made in writing by the Resident and be submitted immediately after discovering the failure to perform for which CampusKey might be liable. Complaints should be sent in writing to: [complaints@campuskey.co.za](mailto:complaints@campuskey.co.za).

## 21. ELECTRONIC SIGNATURE

21.1 This Agreement is accepted and becomes valid and binding on both Parties once the Resident electronically accepts this Agreement on the Student Portal.

## 22. TERMS AND CONDITIONS

22.1 By accepting the SRA online on the Student Portal, the Resident confirms that the Terms and Conditions as set out in **Annexure E** of this Agreement, will be included in the SRA by reference and be binding on the Resident.

## 23. DEFINITIONS

In this Agreement the following terms shall have the meaning as described below:

23.1 **“the/this Agreement”** - the agreement contained in the SRA and the terms and conditions, including all annexures, schedules or addendums hereto;

23.2 **“Business Day”** - a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;

23.3 **“Cancellation Date”** - the date on which this Agreement is cancelled in accordance with clause 13 or 14 of the SRA;

23.4 **“CampusKey”** - CampusKey Proprietary Limited, Registration Number 2011/112758/07;

23.5 **“Check-in Date”**- the fixed date, as determined by CampusKey every year, and indicated on the Student Portal as to when the Room and the Services will be available to the Resident;

23.6 **“Check-out Date”**- the fixed date, as determined by CampusKey every year, and indicated on the Student Portal as to when the right to occupy Room and utilise the Services will come to an end;

23.7 **“Communal areas”** - in relation to the Premises, all areas and facilities at the Premises, provided by CampusKey for the common or joint use and benefit of all the residents;

23.8 **“Parties”** - CampusKey and the Resident and “Party” - either one of the Parties, as the context may determine;

23.9 **“Premises”** - the premises include the entire Erf, the Room and Communal Areas. The premises is elected by the Resident on the Student Portal at which the Room and Services are required;

23.10 **“the Resident”** - the resident who utilises the Services of CampusKey at the Premises elected by the Resident on the Student Portal. It also means student and or occupant;

23.11 **“the Room”** - the room situated in the Premises provided by CampusKey, the occupation of which is included in the Services provided by CampusKey to the Resident;

23.12 **“Services”** - the services to be provided by CampusKey to the Resident in accordance with the terms of this Agreement, which includes the occupation of the Room;

23.13 **“SRA”** - the Service and Residence Agreement accepted by the Resident electronically on the Student Portal and into which this terms and conditions relate is incorporated by reference;

23.14 **“Signature Date”** - the date on which this Agreement is accepted by the Parties electronically, when the Resident accepts the SRA and by reference, the Terms and Conditions incorporated therein, on the Student Portal;

23.15 **“Student Portal”** - an online platform for the Resident that can be used to login on their account, pay statements, log maintenance and access important information. The Student Portal can be accessed via the

CampusKey website;

23.16 **“Your Stay”** - commences on the Check in Date and end on the Check-out Date as indicated on the Student Portal, except if cancellation occurs in accordance with the provisions of this Agreement;

23.17 **“Zero Tolerance Rule”** - the zero tolerance rules as set out in the Student Community Guidelines annexed as Annexure D, the breach of which enables CampusKey to immediately cancel the Services and to evict the Resident from the Room and/or Premises.

## 24. FORCE MAJEURE

24.1 The term “Force Majeure” will be understood as 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 the Parties hereto preventing them or any of them from the performance of any of the obligations in terms of this Agreement.

24.2 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.

24.3 Should force majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

## ANNEXURE A: PAYMENT OPTIONS

The Resident is liable, as per the Service and Residence Agreement, for the full SRA Fee. However, CampusKey offers for your convenience various payment options in which to pay the SRA Fee.

Please note that your Room will only be confirmed once the Resident has signed the SRA and paid the applicable fees due within 7 Business Days from receiving the room allocation email.

Non-payment of the SRA Fees constitutes a breach of this Agreement which will effect the Cancellation Policy and the Resident's services will consequently be suspended. Please refer to clause 3, 13 and 14 of the Agreement.

The fees are payable online via credit card or EFT, or at CampusKey's offices by Credit Card.

The following fees are payable on the following due dates:

### 1. PAYMENT OPTION 1: FULL PAYMENT

Available at all campuses.

Payment Type	Payment Due Date
Admin Fee (non-refundable)	On completion of the Application Form
Deposit	On completion of the Application Form
<b>SRA Fee - Bloemfontein</b>	1st and full payment due on signature of the SRA
SRA Fee - Cape Town	1st and full payment due on signature of the SRA
<b>SRA Fee - Port Elizabeth</b>	1st and full payment due on signature of the SRA
SRA Fee - Potchefstroom	1st and full payment due on signature of the SRA
<b>SRA Fee - Pretoria</b>	1st and full payment due on signature of the SRA
SRA Fee - Stellenbosch	1st and full payment due on signature of the SRA

### 2. PAYMENT OPTION 2: TWO PAYMENTS

Available at all campuses

Payment Type	Payment Due Date
Admin Fee (non-refundable)	On completion of the Application Form
Deposit	On completion of the Application Form
<b>SRA Fee - Bloemfontein</b>	1st Payment due on signature of the SRA 2nd Payment due on 1 June 2019
SRA Fee - Cape Town	1st Payment due on signature of the SRA 2nd Payment due on 1 May 2019
<b>SRA Fee - Port Elizabeth</b>	1st Payment due on signature of the SRA 2nd Payment due on 1 June 2019
SRA Fee - Potchefstroom	1st Payment due on signature of the SRA 2nd Payment due on 1 June 2019
<b>SRA Fee - Pretoria</b>	1st Payment due on signature of the SRA 2nd Payment due on 1 June 2019
SRA Fee - Stellenbosch	1st Payment due on signature of the SRA 2nd Payment due on 1 March 2019

### 3. PAYMENT OPTION 3: FIVE PAYMENTS

Available at all campuses.

Payment Type	Payment Due Date
Admin Fee (non-refundable)	On completion of the Application Form
Deposit	On completion of the Application Form
<b>SRA Fee - Bloemfontein</b>	1st Payment due on signature of the SRA   2nd Payment due on 1 March 2019 3rd Payment due on 1 April 2019   4th Payment due on 1 May 2019 5th Payment due on 1 June 2019
SRA Fee - Cape Town	1st Payment due on signature of the SRA   2nd Payment due on 1 February 2019 3rd Payment due on 1 March 2019   4th Payment due on 1 April 2019 5th Payment due on 1 May 2019
<b>SRA Fee - Port Elizabeth</b>	1st Payment due on signature of the SRA   2nd Payment due on 1 February 2019 3rd Payment due on 1 March 2019   4th Payment due on 1 April 2019 5th Payment due on 1 May 2019
SRA Fee - Potchefstroom	1st Payment due on signature of the SRA   2nd Payment due on 1 February 2019 3rd Payment due on 1 March 2019   4th Payment due on 1 April 2019 5th Payment due on 1 May 2019
<b>SRA Fee - Pretoria</b>	1st Payment due on signature of the SRA   2nd Payment due on 1 February 2019 3rd Payment due on 1 March 2019   4th Payment due on 1 April 2019 5th Payment due on 1 May 2019
SRA Fee - Stellenbosch	1st Payment due on signature of the SRA   2nd Payment due on 1 February 2019 3rd Payment due on 1 March 2019   4th Payment due on 1 April 2019 5th Payment due on 1 May 2019

### 4. PAYMENT OPTION 4: SPECIAL 10, 11 OR 12 PAYMENTS

Available only at selected campuses.

Payment Type	Payment Due Date
Admin Fee (non-refundable)	On completion of the Application Form
Deposit	On completion of the Application Form
<b>SRA Fee - Bloemfontein</b> (Only 11 payment option available)	1st Payment due on signature of the SRA   2nd Payment due on 1 March 2019 3rd Payment due on 1 April 2019   4th Payment due on 1 May 2019 5th Payment due on 1 June 2019   6th Payment due on 1 July 2019 7th Payment due on 1 August 2019   8th Payment due on 1 September 2019 9th Payment due on 1 October 2019   10th Payment due on 1 November 2019 11th Payment due on 1 December 2019
<b>SRA Fee - Port Elizabeth</b> (12 Payment option and 11 Payment option. The 11 Payment option's 2nd Payment is due 1 February 2019 and the last payment is due on 1 November 2019.)	12 Payment option listed below: 1st Payment due on signature of the SRA   2nd Payment due 1 January 2019 3rd Payment due on 1 February 2019   4th Payment due on 1 March 2019 5th Payment due on 1 April 2019   6th Payment due on 1 May 2019 7th Payment due on 1 June 2019   8th Payment due on 1 July 2019 9th Payment due on 1 August 2019   10th Payment due on 1 September 2019 11th Payment due on 1 October 2019   12th Payment due on 1 November 2019
<b>SRA Fee - Potchefstroom</b> (12 Payment option and 11 Payment option. The 11 Payment option's 2nd Payment is due 1 February 2019 and the last payment is due on 1 November 2019.)	12 Payment option listed below: 1st Payment due on signature of the SRA   2nd Payment due 1 January 2019 3rd Payment due on 1 February 2019   4th Payment due on 1 March 2019 5th Payment due on 1 April 2019   6th Payment due on 1 May 2019 7th Payment due on 1 June 2019   8th Payment due on 1 July 2019 9th Payment due on 1 August 2019   10th Payment due on 1 September 2019 11th Payment due on 1 October 2019   12th Payment due on 1 November 2019
<b>SRA Fee - Pretoria</b> (12 Payment option and 11 Payment option. The 11 Payment option's 2nd Payment is due 1 February 2019 and the last payment is due on 1 November 2019.)	12 Payment option listed below: 1st Payment due on signature of the SRA   2nd Payment due 1 January 2019 3rd Payment due on 1 February 2019   4th Payment due on 1 March 2019 5th Payment due on 1 April 2019   6th Payment due on 1 May 2019 7th Payment due on 1 June 2019   8th Payment due on 1 July 2019 9th Payment due on 1 August 2019   10th Payment due on 1 September 2019 11th Payment due on 1 October 2019   12th Payment due on 1 November 2019

## ANNEXURE B: DEPOSIT REFUND POLICY

CampusKey shall hold the Deposit throughout Your Stay as security for the compliance of the Resident with their obligations under the Service and Residence Agreement. The Deposit will not bear interest.

The Deposit is refundable at the end of Your Stay, or upon cancellation of your Service and Residence Agreement, providing the conditions set out below are met.

Conditions:	Conditions met?
1. The Resident booked a Check-out inspection online on their Student Portal;	✓
2. The Resident attended the Check-out inspection of their room before they left, together with a CampusKey Team member;	✓
3. The Resident brought a proof of banking details with to the Check-out inspection to ensure the deposit is refunded timeously and to the correct account;	✓
4. The Check-out inspection was completed successfully. All maintenance and cleaning items, to bring the room back to its original condition, have been identified and listed on the Check-out inspection form; and	✓
5. The Check-out inspection form was signed by both the Resident and a CampusKey Team member.	✓
6. If the Resident did not book a Check-out inspection, or did not attend his/her Check-out inspection, CampusKey may complete the Check-out inspection and list all the items to be replaced on behalf of the Resident. The Resident will accept CampusKey's Check-out inspection and the deductions from the deposit and will have no recourse in this regard.	✗

The maintenance and cleaning costs identified in the Check-out inspection will be deducted from the Resident's Deposit.

Any other outstanding amounts will also firstly be deducted from the Deposit before it is refunded.

The Deposit will be refunded within 21 Business Days after the end date of Your Stay, provided the above conditions have been met.

The Deposit will be refunded to the bank details as per your Student Portal.

## ANNEXURE C: CANCELLATION POLICY

We hope you have a happy stay at CampusKey, however, if you decide for any reason to cancel your Service and Residence Agreement (SRA), or breach a clause in your SRA and fail to remedy the breach in terms of clause 13 or 14 of the SRA, this Cancellation Policy will come into effect.

Any outstanding payments, including Wi-Fi vouchers, must be settled before cancellation of this Agreement.

The Cancellation Policy is applicable whether the Resident or CampusKey affects the cancellation.

### STAGE 1: THE APPLICANT CANCELS BEFORE SIGNING THE SRA:

Cancellation penalty	✗	No cancellation penalty applicable
Admin Fee (non-refundable)	✗	Admin fee paid is non-refundable
Deposit	✓	Fully refundable subject to the Deposit Refund Policy
SRA Fee	✓	Refund in full of the amount already paid by the Resident towards the SRA Fee

### STAGE 2: CANCELS AFTER SIGNING THE SRA BUT BEFORE 1 NOVEMBER 2018:

Cancellation penalty	✓	R5,000
Admin Fee (non-refundable)	✗	Admin fee paid is non-refundable
Deposit	✓	Only the balance of the deposit will be refunded (if applicable) after the deduction of the cancellation fee
SRA Fee	✓	Refund in full of the amount already paid by the Resident towards the SRA Fee

### STAGE 3: CANCELS AFTER SIGNING THE SRA, AFTER 1 NOVEMBER 2018 BUT BEFORE 1 JUNE 2019:

Cancellation penalty	✓	R5,000 if the Resident finds a suitable replacement student to sign a new SRA for the room for the remaining period of the Agreement .  If not, R5,000 plus 50% of the SRA Fee due for the remainder of Your Stay. The aforesaid will be deducted from the SRA fees paid to date. Alternatively, if there is no balance of SRA fees or if the balance of the SRA Fees is not enough to cover the aforesaid the Resident will have to pay the aforesaid amounts directly to CampusKey as provided for in clause 13 and 14 of the SRA.
Admin Fee (non-refundable)	✗	Admin fee paid is non-refundable
Deposit	✓	Fully refundable subject to the Deposit Refund Policy
SRA Fee	✓	The resident is responsible for all the SRA fees up to date of cancellation. The balance of the SRA Fees paid in advance less the aforesaid cancellation penalty shall be refunded to the Resident (if applicable).

### STAGE 4: CANCELS AFTER SIGNING THE SRA AND AFTER 1 JUNE 2019:

Cancellation penalty	✓	R5,000 if the Resident finds a suitable replacement student to sign a new SRA for the room for the remaining period of the Agreement.  If not, 100% of the SRA Fee due for the remainder of Your Stay. The aforesaid will be deducted from the SRA fees paid to date. Alternatively, if there is no balance of SRA fees or if the balance of the SRA Fees is not enough to cover the aforesaid the Resident will have to pay the aforesaid amounts directly to CampusKey as provided for in clause 13 and 14 of the SRA.
Admin Fee (non-refundable)	✗	Admin fee paid is non-refundable
Deposit	✓	Fully refundable subject to the Deposit Refund Policy
SRA Fee	✗	The resident is responsible for all the SRA fees up to date of cancellation. The balance of the SRA Fees paid in advance less the aforesaid cancellation penalty shall be refunded to the Resident (if applicable).



## ANNEXURE D: COMMUNITY GUIDELINES

### WELCOME TO OUR COLLABORATIVE AND VIBRANT STUDENT COMMUNITY!

At CampusKey we create a space where we can connect, learn, share and grow together. We know we are not alone in striving for success and enjoying the best time of our lives, therefore we support each other to successfully complete our studies, but at the same time we allow each other the space to enjoy student life and celebrate our wins. In this Community Guidelines, 'we' refers to the student.

### WHY THE GUIDELINES?

The Student Community Guidelines are designed to create a harmonious, collaborative and vibrant student community so that every student can graduate, and have fun doing it, and so become the best version of themselves.

It's our mission to ensure that there is harmony and that everyone works together.

### OUR VALUES:

#### INSPIRED

We are not here to be average, we're here to be awesome! We inspire others to become the best version of themselves.

#### INNOVATIVE

We try new things and are not afraid to fail. We think outside of the box to take the ordinary to the extraordinary.

#### GENUINE

We are always honest and as transparent as we can be. We treat people with respect.

#### DETERMINED

We make things happen. We never give up. We study smart, play hard.

#### TOGETHER

We are in this together. We always look out for one another. We know we all want to be successful in our studies and we encourage each other to do just that. Also, we allow each other to celebrate their own success and wins.

#### GRATEFUL

We are grateful for each other, and for the opportunity to study and contribute to a better society. We do not take success for granted.

### OUR HOUSE RULES:

#### SMOKING

WE ABIDE TO THE COUNTRY'S SMOKING LAWS.

- We care about each other's wellbeing; therefore, we will not smoke at any of the communal areas, lounges, hallways, corridors, stairwells, bedrooms or internal courtyard areas.

#### QUIET TIMES

WE WILL BE QUIET BETWEEN 22:00 and 08:00.

- We will always consider our fellow students throughout the day and never make excessive noise.
- During exam times we understand that the quiet times might change.
- We will control and manage our visitors to avoid any nuisance or disturbance to our fellow students and the

surrounding neighbourhood.

### VEHICLES

WE ONLY PARK IN OUR ALLOCATED PARKING BAY.

- We do not park in any other areas on the Premises, other than in our own parking bay.
- Vehicles parked on the common property or in the wrong parking bay will be clamped.
- We will ensure that our vehicles do not spill oil or brake fluid. The cleaning thereof will be of our own account.
- We understand that we park on the Premises at our own risk and will not hold CampusKey liable for any loss or damage to any vehicles on the Premises.
- No visitors may park on the Premises to ensure we can park easily and safely.

### BICYCLES

WE HAVE SAFE AND SECURE PURPOSE-BUILT BICYCLE STORAGE AREAS.

- At CampusKey we promote the use of bicycles, it's a healthy and easy way to move around.
- We consider our fellow students and will never park our bicycles at any Communal Area, Shared Area, Room or inside the Building.
- We will protect our bicycle by always locking it in the designated bicycle storage area, and always lock the gate to the storage area.

### VISITORS

OUR VISITORS WILL ADHERE TO THE STUDENT COMMUNITY GUIDELINES.

- We value our student community harmony at CampusKey, therefore we ensure that our visitors always adhere to the CampusKey Student Community Guidelines.
- We are always responsible for our visitors and their behaviour.
- We must accompany our visitors at all times.

### REFUSE DISPOSAL

WE WILL ONLY USE THE ALLOCATED MUNICIPAL REFUSE BINS.

- We respect our fellow students and always strive for cleanliness at CampusKey.
- We will never leave any refuse in the hallway, the Building or on the Premises at any time.
- Refuse includes waste, cigarette buds, leftovers and bottles.

### GYMNASIUM

IT IS FOR THE USE OF CAMPUSKEY STUDENTS ONLY.

- The CampusKey gyms are open 24/7 so that you can keep your body healthy and happy!
- We respect the privacy of our fellow students; therefore we will not allow any of our visitors to access the Gymnasium.
- We care for our facilities and value cleanliness and hygiene, therefore we will always ensure that we:
  - keep the Gymnasium clean;
  - use a towel when exercising at the Gymnasium;
  - return all equipment to their allocated areas after use;
  - report any damage, loss or equipment failure in the Gymnasium immediately to the CampusKey team.

**CLUBHOUSE, LOUNGE AND SHARED KITCHEN AREAS**

IT IS FOR THE USE OF CAMPUSKEY STUDENTS AND THEIR VISITORS.

- We may invite our friends and family to join us in the communal clubhouse, lounge and kitchen, however we are always responsible for our visitors and their behaviour.

**WASHING AND DRYING MACHINES**

WE WILL ALWAYS TAKE CARE OF THE WASHING AND DRYING MACHINES.

- We value the longevity of the machines and will always use the washing and drying machines responsibly.
- We will take our fellow students into consideration and not leave our clothes in the machines.
- We will immediately report any defects or ill use of the machines to the CampusKey team.

**NO VISIBLE LAUNDRY**

WE ONLY USE THE LAUNDRY AREA.

- We respect our fellow students and our neighbourhood, therefore we will never hang laundry from our window or any other place that is visible from the outside. #weliveinabeautifulworld

**NO VIOLENCE, VANDALISM, DAMAGE, MISUSE, HARASSMENT OR THEFT (ZERO TOLERANCE)**

WE ARE HONEST, KIND, CARING AND HAVE RESPECT. WE WILL NEVER COMMIT A CRIME OF ANY KIND.

- We will never cause any harm, damage, distress, disturbance or annoyance to our fellow students, either verbally, physically or to their property.
- We will not use, threaten, harass or commit any violence against any other student, visitor or CampusKey staff member.
- We will never damage, misuse or tamper with any of the furniture or equipment that CampusKey provides.
- We will never vandalize any CampusKey property, on the Premises or in any Room, Communal or Shared area.
- We will never steal.
- We will never commit any form of harassment on the grounds of race, religion, sex or disability.
- Should anyone be found guilty or caught in violation of these requirements, they will be required to vacate their Rooms and the Premises forthwith.

**DRUG USE (ZERO TOLERANCE)**

WE WILL NEVER USE, MANUFACTURE, DISTRIBUTE OR SELL ILLEGAL DRUGS.

- We will always comply with all relevant legislation, and other legal requirements, of South Africa.
- At CampusKey we strictly forbid the unlawful use, manufacture, distribution, sale or possession of any illegal drug or narcotic in our residences.
- We will report to a CampusKey member the presence of any illegal drugs or substances on the Premises.
- The possession and/or use of prohibited substances are against the law and will be treated and reported as a felony.
- The possession and or use of prohibited substances is a breach of the Service and Resident Agreement.
- Anyone caught in violation of this requirement will be required to vacate their Rooms and the Premises forthwith.

**TAKING CARE OF OUR ROOMS**

WE LOOK AFTER OUR ROOMS, FURNITURE, FITTINGS AND EQUIPMENT.

We may:

- Decorate our Room and make it unique to us but know that the restoration of our Room comes from our deposit at the end of the year.

- It is our responsibility to ensure we:
  - Keep our Room clean and tidy;
  - Ensure that the Room and Premises are kept secure from intrusion of unauthorized persons;
  - Wash any dirty pots, pans and cutlery only in the kitchen sinks provided;
  - Notify the CampusKey team immediately of all repairs or maintenance requirements.

We will take care to:

- Not allow any sleepovers.
- Not allow anyone else to stay in our Room when we are not there.
- Never sublet, or assign the whole or any part of, the Room or any of our rights under the Service and Residence Agreement, nor part with the possessions, or share occupation, of the Room.
- Not alter or damage the Room or Room Inventory.
- Not damage or mark or change the decorative finish of the Room.
- Not remove any Room Inventory items.
- Not attempt to carry out any repairs or maintenance work to any part of our Room, the Building or Premises.
- Not tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
- Not use any Room, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal or immoral.
- Not bring any of the following items into our Room without the prior written consent of a CampusKey team member:
  - Upholstered furniture (you may furnish your Room with poofs)
  - Heating equipment
  - Any other electrical equipment

**TAKING CARE OF THE SHARED AREAS**

WE LOOK AFTER AND CARE FOR ALL SHARED FURNITURE, FITTINGS AND EQUIPMENT.

Yeah, we may and must:

- Keep our Shared Areas in a clean, tidy and hygienic condition.
- Ensure that the Building and Premises are kept secure from intrusion of unauthorized persons (including shutting of windows and doors when you leave).
- Prepare and cook food only in the shared kitchens provided or at the braai area.
- Clean the braai and surrounding area after use.
- Notify the CampusKey team immediately for any repairs or maintenance request.

We will look after the shared areas and take care to:

- Not alter, damage, litter or obstruct the use of the Shared Areas, the Building or the Premises.
- Not damage or mark or change the decorative finish of the Shared Areas.
- Not remove any items provided in the Shared Areas.
- Not attempt to carry out any repairs or maintenance work to any part of the Building.
- Not tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
- Not use any communal area, Building or Premises, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal or immoral.

**THESE ITEMS ARE NEVER ALLOWED WE WILL NEVER BRING, STORE, KEEP OR USE ANY OF THESE ITEMS**  
WE WILL NEVER BRING, STORE, KEEP OR USE ANY OF THESE ITEMS.

We will not bring onto, store, keep or use within the Room, Communal Areas or Premises any of the following:

- Animals or pets of any description;

- Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
- Weapons or imitation weapons of any form;
- Install any wireless or television pole, aerial, satellite dish or apparatus on the Building.
- We will not act or fail to act in a way which will or may result in any policy of insurance in respect of the Buildings become void or voidable or whereby the premium or excess therefore and therein may be increased.
- We will not run a business from the Room, Building or Premises.

### EMERGENCY EQUIPMENT

WE ONLY USE IT FOR EMERGENCIES.

- We care for and respect the safety of our fellow students.
- We will never use the emergency equipment, fire extinguishers, smoke detectors or fire hoses for any other purpose than an emergency.
- We will never misuse a fire alarm activation or, in any way, intentionally activate a fire alarm.
- If the emergency equipment is used for any other purpose, we will be liable for the full replacement cost and any call-out fees.

### SECURITY

WE AIM TO ALWAYS ENHANCE THE SECURITY OF OUR FELLOW STUDENTS, THE BUILDING AND THE PREMISES.

- We care about the safety of our fellow residents and know it requires team work to protect everyone.
- Before we leave CampusKey we will always make sure that the following gates are closed:
  - the entrance gates are closed before we drive off;
  - the pedestrian gates are closed before we walk away;
  - the doors and gates to the Building are closed and locked before we walk away;
  - the gates to the bicycle storage areas are closed and locked before we walk away;
- We will never open any gate to any unknown person at any time.

### ELECTRICITY USAGE

WE CARE ABOUT OUR ENVIRONMENT.

- We will never bring the following high-electricity-usage items into our room:
  - Air conditioner
  - Electric heater
- Any unusually high electricity users will be fined R500.

### SIGNS AND NOTICES

WE COMMUNICATE OUR NOTICES ON THE FACEBOOK GROUP.

- We will not place any sign, notice, billboard or advertisement of any kind on any part of the Communal areas or on the Building.

### WHO MAY STAY AT CAMPUSKEY?

ONLY STUDENTS AND GUESTS WITH VALID BOOKINGS MAY STAY AT CAMPUSKEY.

- Long-stay students should be registered at a tertiary educational institution
- Short-stay guests must have an accommodation booking with CampusKey.

### FACEBOOK GROUP INTERACTIONS

WE BELIEVE THERE ARE CERTAIN WAYS TO ACT AND

CERTAIN WAYS TO INTERACT.

- We are friends. We should act like it.
- In keeping a positive experience for our fellow students, CampusKey reserve the right to take down photos, comments and other material deemed “unproductive,” by the CampusKey team. This includes, but is not limited to, vulgar language, hate speech, harassment, disturbing photos, aggressive behaviour toward fellow students or CampusKey team members, and repetitive or continuous posts, including complaints that have already been responded to by CampusKey.
- If someone persists in offensive behaviour or continually violates any of our community guidelines, CampusKey may block that person from further participation.

### NON-COMPLIANCE AND PENALTIES

WE WORK BETTER TOGETHER.

- CampusKey students can report any fault or non-compliance of the CampusKey Community Guidelines to their CampusKey team by:
  - Calling the 24/7 Call-us-anytime number or
  - Visiting your CampusKey team at your campus reception.
- On receipt of any complaints, CampusKey will investigate each complaint thoroughly. Should the complaint be valid, the following steps will be followed:
  - 1st transgression: Impose a fine of R500.
  - 2nd transgression: Impose a fine of R1,000
  - 3rd transgression: Impose a fine of R1,500
  - 4th transgression: CampusKey will terminate the Agreement in accordance with clause 14 of the Agreement.
- CampusKey will charge the fine to the student's monthly account.
- If CampusKey, in its sole discretion, believes any transgression of the Community Guidelines is of such a serious nature that it constitutes a breach of the Service and Residence Agreement, without any previous complaints having been lodged against the student, CampusKey may terminate the Service and Residence Agreement and/or take such legal steps as CampusKey deems fit.



# ANNEXURE E: TERMS & CONDITIONS

## 1. INTRODUCTION

1.1 The Parties have agreed to record their agreement in writing.

## 2. DEFINITIONS

2.1 In this Agreement, unless inconsistent with the context, clause headings are for convenience and shall not be used in its interpretation.

2.2 In addition to the definitions in clause 23 above, unless the context requires otherwise -

2.2.1 the singular shall include the plural and vice versa, a reference to any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa;

2.2.2 references to a statutory provision include that provision as from time to time modified or re-enacted;

2.2.3 references to an enactment includes that enactment as at the Signature Date and as amended or re-enacted from time to time;

2.2.4 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 in the body of this Agreement;

2.2.5 the rule of construction that provisions are to be construed against the party drafting an agreement or part of an agreement or on whose behalf an agreement or part of an agreement was drafted shall not apply to this Agreement;

2.2.6 expressions defined in this Agreement shall bear the same meanings in the annexures to this Agreement which do not themselves contain their own definitions;

2.2.7 when any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a day other than a Business Day, in which case the last day shall be the next succeeding Business Day;

2.2.8 whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date which is a Business Day;

2.2.9 any annexure to this Agreement shall form part of this Agreement;

2.2.10 where any term is defined within a particular clause, other than the definitions and interpretation clause, that term shall bear the meaning assigned to it in that clause wherever it is used in this Agreement;

2.2.11 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;

2.2.12 the use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example;

2.2.13 the termination of this Agreement for any reason shall not affect those provisions of this Agreement which expressly provide that they will operate after any termination or which of necessity must continue to have effect after termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

## 4. GENERAL

4.1 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.

## 5. COSTS

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

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

## 6. NEW LAWS AND INABILITY TO PERFORM

6.1 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.

6.2 If either Party is prevented from performing any of its obligations in terms of this Agreement as a result 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.

## 7. CAMPUSKEY CESSION AND DELEGATION

7.1 In the event of disposal by CampusKey of the business providing the Services to any third party, CampusKey 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 other Person or Persons, and the Resident hereby irrevocably consents thereto. On such cession taking place, the Resident shall, if so required by any cessionary, make all payments directly to such cessionary.

7.2 Nothing herein contained shall preclude CampusKey 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 CampusKey, its holding and/or associate entities, subject always that CampusKey shall in such event remain liable for the obligations imposed upon it in terms of this Agreement.

## 8. OPERATION

8.1 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.

8.2 If the operation of this Agreement is suspensive or conditional upon the happening of any event and if any obligation or restriction imposed on the Parties or any of them is clearly intended to be implemented and given effect to notwithstanding the fact that this Agreement in its entirety may at that time not yet be unconditional, then the relevant obligation or restriction shall nevertheless apply and be given effect to, and the relevant provisions shall create binding obligations on the Parties.

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## 9. INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that -

9.1 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

9.2 all of 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.

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## 10. RELAXATION

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.