



KiSS PROPERTIES
Kreating Intelligent Secure Spaces

KiSS Properties (Proprietary) Limited.
Formerly EC Klepp (Pty) Ltd

www.kissprop.co.za
info@kissprop.co.za

1 Schedule:			
1.1	Type of Agreement		
1.2 Managements Details:			
1.2.1	The Management	KiSS Properties (Propriety) Limited	
1.2.2	Registration number	2001/021095/07	
1.2.3	Physical Address	72 Davies St, Doornfontein, Johannesburg, South Africa, 2094	
1.2.4	Postal Address	PO Box 3050 Saxonwold 2132	
1.2.5	Phone numbers	072 206 3935 / 073 585 6756 / 082 376 0666	
1.2.6	Email address	info@kissprop.co.za	
1.2.7	Web Address	www.kissprop.co.za	
1.3 Members Details:			
1.3.1	Name		
1.3.2	ID/ Passport Number		
1.3.3	Student Number		
1.3.4	Cell Number		
1.3.5	Email address		
1.3.6	Address of primary residence		
1.3.7	Next of Kin Relation		
1.3.8	Next of Kin Name		
1.3.9	Cell Number		
1.3.10	Email address		
1.4 The Property:			
1.4.1	The Premises		
1.4.2	Room Reference		
1.4.3	Contract start date		
1.4.4	Contract end date		
1.4.5	Initial Period is	Months	
1.5 The Fee's:			
1.5.1	Funding Method		
1.5.2	Base Fee	R	Per Month
1.5.3	Premium Fee	R	Per Month
1.5.4	Total monthly fee	R	Per Month
1.5.5	Security Deposit	R	
1.5.6	Administration fee	R	Per Event

1.5.7	Late payment fee	R	Per Day
1.6	Interest on Deposit to accrue to	Management	
1.7	Key return date and time	Latest 17h00 on the end date of this agreement.	
1.8	Maximum occupants	1 (one), unless a sharing room, then 2 (two) but each with a separate membership agreement or unless agreed to in writing.	
1.9	The Management's nominated bank account:		
1.9.1	Name of Account		
1.9.2	Bank		
1.9.3	Branch Code		
1.9.4	Account Number		
2.	The Conditions:		

- 2.1. The Premises owners, its Management, agents, employees or contractors are collectively referred to as "The Management" of the premises.
- 2.2. The Management accepts the member's application to join the residential association, as referred in 1.4.1 and 1.4.2 of the schedule, and the member agrees to join the residential association, in terms of this agreement.
- 2.3. Membership will endure for an initial period as stated in item 1.4.5 of the schedule and will start on the date referred in 1.4.3 of the schedule and end on the date referred in 1.4.4 in the schedule.
- 2.4. The Membership fee's payable by the Member to the management is the amount (s) referred to in 1.5 of the schedule.
- 2.5. The Managements nominated bank details are set out in item 1.9 of the schedule.
- 2.6. The Member must:
 - a. Ensure that the fee's clears the Managements nominated bank account by the 1st (first) day of every month;
 - b. Repay the Management for any bank charges which result from any payment made by the Member.
- 2.7. Should The Member strictly adhere to the below requirements, as they relate to the Good Year Deal, then The Management will pay The Member an incentive of R1000.00 when The Member moves out:
 - a. Spend a minimum of 10 Months during 2020;
 - b. Ensure all payments are made promptly every month and have no outstanding on your account when you move out;
 - c. Ensure there is no damage to the facilities, or any damage has been paid for;
 - d. Have no more than one conduct warning against you.
- 2.8. The premium in 1.5.3 may be reduced by R150.00 for NSFAS funded members if UJ/ POSA provides us with written confirmation that any loses due to damages and/or absconsion will be covered by UJ/ POSA. This confirmation will also result in the Good Year Deal incentive of R1000.00 falling away for NSFAS funded members.
- 2.9. The Member confirms that the above NSFAS rate Premium mentioned in 1.5.3 and consequently in 1.5.4 has been clearly explained to them and that the member has elected a higher service offering resulting in the above NSFAS rate premium rate being charged.
- 2.10. The Member will pay the security deposit referred to in 1.5.5 on the signature date. When this agreement ends, the Management may use this amount to pay all amounts which the Member is liable for under this Agreement, after which any monies remaining are to be refunded to the Member within 7 business days after the Member has returned the facilities to The Management.

- 2.11. The Member will be charged a fixed amount per day that any fees are late at the rate stated in item 1.5.7 of the schedule, calculated from the first day that such amount was due until the date of payment of such amount, both days inclusive, it is specifically noted that this does not preclude The Management taking any other action, against the Member, that may be available to The Management.
- 2.12. In the event of the Member not paying any monies due in terms of this agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this agreement or relevant rules, then the Management shall be entitled, at their sole discretion and without prejudice to any other rights that they may have in law, to either claim specific performance in terms of this agreement or to cancel this agreement forthwith and without further notice claim all monies and/ or any other damages from the Member.
- 2.13. This agreement may be terminated by either party by providing the other party with a minimum of one calendar months written notice.
- 2.14. All items brought onto the premises by the Member will serve as security for the Member's compliance with his/ her obligations under this agreement. The Member may not give up his/ her rights or possession of these items or remove them from the premises.
- 2.15. The Management reserves the right to move the Member to equal or better facilities should the need arise.
- 2.16. The Member undertakes to read and familiarize himself/ herself with the membership rules. It is specifically recorded that the rules are an essential part of this agreement and that any breach of these rules constitutes a material breach of this agreement.
- 2.17. The Management may from time to time or as the need arise require access the Premises for the purpose of conducting inspections or maintenances.
- 2.18. The Member shall not cause any damage (or allow any damage to be caused) to any portion of the Premises or Furniture supplied by the Management. Should the Member be found to cause or allow such damage, The Member will be required to effect any repairs or replacements deemed to be necessary within 7 days; failing which the Management shall effect any repairs or replacements deemed to be necessary, the cost of which will be for The Members account including the Administration Fee mentioned 1.5.6 of the schedule. The total amount being payable on presentation of an invoice.
- 2.19. Should the Member breach this agreement or membership rules the Management shall issue the Member with a conduct warning. The third such warning issued to the Member will result in this agreement being terminated and the Member having to vacate the premises immediately.
- 2.20. If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this agreement, such election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this agreement at a later stage.
- 2.21. The Member consents to and authorises the Management to
- a. contact, request and obtain information at any time and from any credit provider, potential credit provider, registered credit bureau or any other entity as The Management may determine, in order to assess the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Member; and
 - b. provide information about the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Member to any registered credit bureau, any credit provider, potential credit provider or any other entity, as The Management may determine, seeking a trade reference regarding the Member's dealings with the Management.
- 2.22. The Parties specifically agree that the Magistrates' Court closest to where the Premises are situated is the court that shall be used to resolve all disputes under this agreement.

2.23. The Member confirms that:

- a. S/ He has checked all common fitting's, fixtures and appliances;
- b. S/ He confirms that the premises as mentioned in 1.3.1 of the Schedule are not their place of primary residence;
- c. S/ He has read and understands the provisions of this Agreement;
- d. S/ He has read and understands the provisions of the membership rules;
- e. All necessary clauses have been explained to him/ her by the management;
- f. S/ He has been advised of all his/ her rights in terms of this agreement; and
- g. S/ He signs this agreement, freely and voluntarily

3. Additional Information:

4. Signatories:			
Place		Date	
For the Management		Witness	
Place		Date	
For the Member		Witness	