

CLIENT SERVICES AGREEMENT 2025

SCHEDULE OF SERVICES TO BE PROVIDED:

RESIDENT SERVICE CUSTOMER DETAILS

Surname	
First Name/s	
SA Identity Number / Passport Number	
Mobile Number	
Email Address	

SURETY DETAILS

Surname	
First Name/s	
SA Identity Number / Passport Number	
Mobile Number	
Email Address	
Physical Address	
<i>(domicilium citandi et executandi)</i>	
Postal Address	

SERVICE ACCOMODATION DETAILS

Address	30 Sydney Road, Greenpoint, Cape Town, 8005
Unit Number	
Floor	
Room Number	
Service Commencement Date	
Service Termination Date	
Furnishings: (Semi-Furnished)	Bed, built-in desk, chair, wardrobe, mattress, blinds, fridge, TV
Laundry Service	On site
Cleaning Service	2 per month (fortnightly)
WiFi	Uncapped 20mb

Security	Armed response, access control, camera surveillance
Garden Service / Common Area Cleaning	Minimum 1 per week
Metropole WC (PTY) Ltd	
Postal Address	PO Box 1144, Hillcrest, 3650, KZN
<i>(domicilium citandi et executandi)</i>	Rentals@metropole.co.za

PAYMENT DETAILS

Name	Metropole WC (Pty) Ltd
Services Fees (per annum)	
Services Fees (monthly)	
Administration Fee	
Deposit	
Bank Account details	Investec
	Current account number 1100591341540
Reference	Name / Unit & room number

METROPOLE WC (PROPRIETARY) LIMITED
(“METROPOLE”) and
THE RESIDENT SERVICE CUSTOMER

DEFINITIONS

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

- 1 “the/this Agreement” - the agreement contained in the SRA and the terms and conditions, including all annexures, schedules or addendums hereto;
- 2 “Business Day” - a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 3 “Cancellation Date” – the date on which this Agreement is cancelled in accordance with clause 13 or 14 of the SRA;
- 4 “METROPOLE” – METROPOLE WC (Proprietary) Limited, Registration Number 2021/828070/07;
- 5 “Services Commencement Date”- the estimated date when the Premises and the Services will be available to the RESIDENT SERVICE CUSTOMER, which date shall be confirmed in writing by METROPOLE within 30 days prior to the actual commencement of the services;
- 6 “Services Termination Date”- the date when the right to occupy the Premises and utilise the Services will come to an end;
- 7 “Communal areas” - in relation to the Premises, all areas and facilities at the Premises, provided by METROPOLE for the common or joint use and benefit of all the RESIDENT SERVICE CUSTOMERS;
- 8 “Parties” – METROPOLE and the RESIDENT SERVICE CUSTOMER and “Party” – either one of the Parties, as the context may determine;
- 9 “Premises” – the premises include the entire Erf, the Room and Communal Areas. The premises is elected by the RESIDENT SERVICE CUSTOMER herein, at which the Room and Services are required;
- 10 “the RESIDENT SERVICE CUSTOMER” – the individual who utilises the Services of METROPOLE at the Premises elected by the individual;
- 11 “the Room” – the room situated in the Premises provided by METROPOLE, the occupation of which is included in the Services provided by METROPOLE to the RESIDENT SERVICE CUSTOMER;
- 12 “Services” – the services to be provided by METROPOLE to the RESIDENT SERVICE CUSTOMER in accordance with the terms of this Agreement, which includes the occupation of the Room;
- 13 “SRA” – the Service and Residence Agreement accepted by the RESIDENT SERVICE CUSTOMER into which these terms and conditions relate is incorporated by reference;
- 14 “Signature Date” - the date on which this Service and Residence Agreement is accepted by the Parties, when the RESIDENT SERVICE CUSTOMER accepts the SRA and by reference, the Terms and Conditions incorporated therein;

1. NOTICE

- 1.1. METROPOLE, in complying with the Consumer Protection Act, Act 68 of 2008 (“CPA”), hereby specifically requests that the RESIDENT SERVICE CUSTOMER and the SURETY ensures that before signing this Agreement they had an adequate opportunity to explore and understand the terms and clauses contained in this Services and Residence Agreement

2. DURATION

- 2.1. This Service and Residence Agreement shall commence on the Service Commencement Date and terminate on the Service Termination Date as indicated in the schedule above

3. PAYMENTS

- 3.1. The Client Services Fee (CSF) is due yearly in advance and shall be paid by the RESIDENT SERVICE CUSTOMER to METROPOLE in terms of this Agreement.
- 3.2. All payments shall be made free of bank charges, deduction and set off.
- 3.3. The CSF is due in advance by the 1st of every month
- 3.4. Payments shall be made to the bank account indicated on the schedule above. METROPOLE may elect to change bank account details by giving written notice to that effect.
- 3.5. If a payment is not (fully) received, or is received late, access to the Premises will be blocked forthwith.
- 3.5. In the case of late payment, a late payment fee of R500 will be added to the RESIDENT SERVICE CUSTOMER’S account.
- 3.6. Should the RESIDENT SERVICE CUSTOMER fail to pay the CSF timeously, the RESIDENT SERVICE CUSTOMER shall be in breach of this Agreement.

4. ADMINISTRATION FEE

- 4.1. The RESIDENT SERVICE CUSTOMER shall pay an Administration Fee to METROPOLE (or The Agent) when applying for the Service.
- 4.2. The Administration Fee is non-refundable.

5. DEPOSIT

- 5.1. The RESIDENT SERVICE CUSTOMER shall pay a Deposit to METROPOLE when applying.
- 5.2. METROPOLE shall hold the Deposit throughout Your Stay as security for the compliance of the RESIDENT SERVICE CUSTOMER with their obligations under this Agreement.

- 5.3. The Deposit shall bear interest as accrued by the Agent's Trust Account from time to time.
- 5.4. On termination, the Deposit will be refunded to the RESIDENT SERVICE CUSTOMER after deducting any amounts outstanding or payable in terms of this Agreement and subjected to a successful Check-out Inspection.
- 5.5. Deposits are refunded within 21 Business Days after the Service Termination Date

6. CHECK-IN AND OCCUPATION

- 6.1. The RESIDENT SERVICE CUSTOMER shall be registered at a *bona-fida* educational facility for the duration of this agreement, and shall use the room exclusively as a residence for educational purposes.
- 6.2. The RESIDENT SERVICE CUSTOMER 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.
- 6.3. The RESIDENT SERVICE CUSTOMER acknowledges and expressly agrees to accept the Room and the Premises in the condition as it stands.
- 6.4. Upon moving into the Room, the RESIDENT SERVICE CUSTOMER must check that the supplied Room Inventory is accurate and must complete, sign, and return an Incoming Inspection Checklist to METROPOLE within 7 days of moving into the Room.
- 6.5. If the Incoming Inspection checklist is not complete, signed and returned, then the RESIDENT SERVICE CUSTOMER accepts that it is correct as supplied.
- 6.6. The RESIDENT SERVICE CUSTOMER is responsible to acquire a waterproof mattress protector before Your Stay and utilize it during Your Stay.
- 6.7. The RESIDENT SERVICE CUSTOMER shall have joint use with the other RESIDENT SERVICE CUSTOMERS of the Communal Areas in the building and undertakes to use all facilities with care and with due regard to the other RESIDENT SERVICE CUSTOMERS.
- 6.8. The RESIDENT SERVICE CUSTOMER is jointly and severally liable with other RESIDENT SERVICE CUSTOMERS 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 added to the monthly Services and Residence Fee by dividing the total building usage by the number of residents in occupation.
- 7.2 Should the building at any time be fitted with a solar system, then the electricity usage will be determined using NERSA rates and charged accordingly.

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 SERVICE CUSTOMER 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 SERVICE CUSTOMER 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 METROPOLE shall, at its own cost, reinstate the Room and/or Premises as quickly as possible under the circumstances;
 - 8.2.2 METROPOLE shall at all times be entitled to appoint a registered Architect to determine if the Room and / or Premises are suitable for beneficial occupation.
 - 8.2.3 the RESIDENT SERVICE CUSTOMER shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation
 - 8.2.4 the Service and Residence Fee payable by the RESIDENT SERVICE CUSTOMER shall be reduced pro-rata for so long as and to the extent to which the RESIDENT SERVICE CUSTOMER is deprived of the beneficial occupation of the Room; and
 - 8.2.5 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 METROPOLE acted with gross negligence or fraudulent intent; or
 - 9.1.2 METROPOLE provided the RESIDENT SERVICE CUSTOMER with access to a Room or the Premises that is unsafe, hazardous or defective as contemplated in section 53 of the CPA, METROPOLE 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 SERVICE CUSTOMER and/or any of the agents, visitors, servants, guests and other invitees of the RESIDENT SERVICE CUSTOMER 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 SERVICE CUSTOMER, at the time the liability has been incurred.

- 9.2 Subject to clause 9.1 above, the RESIDENT SERVICE CUSTOMER hereby indemnifies METROPOLE and holds METROPOLE harmless against:
- 9.2.1 any claims from visitors, guests, invitees of the RESIDENT SERVICE CUSTOMER 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 SERVICE CUSTOMER; 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 SERVICE CUSTOMER 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 SERVICE CUSTOMER:
- 9.3.1 to any employees, agents or any other representative of METROPOLE 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 METROPOLE 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 SERVICE CUSTOMER 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 SERVICE CUSTOMER furthermore indemnifies METROPOLE and holds METROPOLE harmless accordingly.

10. CHANGE OF ROOMS

- 10.1 Should the RESIDENT SERVICE CUSTOMER wish to change rooms during the duration of the SRA, an additional administration Fee will be payable.

11. ENTERING ROOMS

- 11.1 METROPOLE 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 SERVICE CUSTOMER:
- 11.1.1 enter the Room due to a presumption of breaching the House Rules, 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 METROPOLE, Greenpoint; or
 - 11.1.2 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.

11.2 METROPOLE 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 SERVICE CUSTOMER.

12. BREACH OF THE AGREEMENT

12.1 Should the RESIDENT SERVICE CUSTOMER breach this Agreement by being notified of breaching the House Rules more than 3 (three) time over the duration of the SRA:

12.1.1 METROPOLE shall be entitled to cancel this Agreement immediately and impose a cancellation penalty on the RESIDENT SERVICE CUSTOMER, as set out in in clause 13 below

12.1.2 the RESIDENT SERVICE CUSTOMER will remain liable to METROPOLE for any amounts owed in terms of this Agreement, up to date of cancellation; and

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

12.2 Should the RESIDENT SERVICE CUSTOMER 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 METROPOLE:

12.2.1 METROPOLE shall be entitled, but not obliged, to cancel this Agreement and impose a reasonable cancellation penalty on the RESIDENT SERVICE CUSTOMER, as set out in clause 13 below

12.2.2 the RESIDENT SERVICE CUSTOMER will remain liable to METROPOLE for any amounts owed in terms of this Agreement, up to date of cancellation; and

12.2.3 METROPOLE will issue a written notice to the RESIDENT SERVICE CUSTOMER 20 Business Days prior to cancelling the Agreement.

12.3 Should either of the Parties:

12.3.1 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

12.3.2 commit any act of insolvency; then the other Party shall be entitled to:

12.3.2.1 cancel this Agreement; or

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

12.4 While the RESIDENT SERVICE CUSTOMER is in occupation of the Room and irrespective of any dispute between the Parties, then:

12.4.1 the RESIDENT SERVICE CUSTOMER shall continue to pay all amounts due to METROPOLE in terms of this Agreement on the due dates of the same;

12.4.2 METROPOLE shall be entitled to recover and accept those payments; and

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

13. CANCELLATION POLICY

- 13.1 The RESIDENT SERVICE CUSTOMER may choose to cancel this Service and Residence Agreement prior to the termination date.
- 13.2 The RESIDENT SERVICE CUSTOMER should request such cancellation in writing from METROPOLE by giving 20 Business Days' written notice by email rentals@metropole.co.za in which event:
 - 13.2.1 METROPOLE will immediately endeavour to secure a suitable replacement for the
RESIDENCE SERVICE CUSTOMER
 - 13.2.2 the RESIDENT SERVICE CUSTOMER will remain liable to METROPOLE for any amounts owed in terms of this Agreement, up to date of cancellation; and
 - 13.2.3 Subject to 13.2.1 above, METROPOLE will be entitled to impose a cancellation penalty on the RESIDENT SERVICE CUSTOMER of not more than 3 month's Client Service Fee as well as an advertising fee of 30% of the Client Service Fee.
- 13.3 The Cancellation Policy is applicable whether the RESIDENT SERVICE CUSTOMER or METROPOLE affects the cancellation.

14. CHECK-OUT

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

- 14.1 Attend a Check-out inspection and sign a copy of the Check-out Inspection checklist;
- 14.2 Vacate the Room and remove all their belongings from the Room, building and all other areas of the Premises;
- 14.3 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;
- 14.4 Confirm to METROPOLE the banking details to which the Deposit, less any deductions made in accordance with the Service and Residence Agreement, should be refunded to; and
- 14.5 Should any of your personal belongings be left in the Room after the Check-Out date, METROPOLE shall obtain ownership thereof.

15. INSURANCE

- 15.1 The RESIDENT SERVICE CUSTOMER 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.
- 15.2 METROPOLE may recover from the RESIDENT SERVICE CUSTOMER on demand the full amount of any increase in insurance premiums attributable to a breach of the foregoing provision.
- 15.3 The RESIDENT SERVICE CUSTOMER 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.
- 15.4 It is specifically agreed that METROPOLE will not be responsible for any consequential damages suffered by the RESIDENT SERVICE CUSTOMER in respect of fire damage, water damage and/or theft, for which damages the RESIDENT SERVICE CUSTOMER will have to effect his own insurance at his own cost.

16. MINIMUM AGE AND SURETYSHIP

The minimum age for a RESIDENT SERVICE CUSTOMER to make a booking is 18 years. 16.1 RESIDENT SERVICE CUSTOMER's younger than the age of 18 need permission of their parents or legal representatives to make a booking at METROPOLE.

16.2 If the person signing this Agreement is not the RESIDENT SERVICE CUSTOMER of the Room, then the person signing this Agreement accepts his/her liability jointly and severally with the RESIDENT SERVICE CUSTOMER as surety and co-principal debtor for amounts which may become due to METROPOLE by the RESIDENT SERVICE CUSTOMER at any time in terms of this Agreement.

17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1 The Parties choose as their *domicilia citandi et executandi* the address recorded on the Schedule of Services annexed hereto for all purposes under this Agreement.
- 17.2 All notices to be given in terms of the Agreement will –
- 17.2.1 be given in writing or by email;
 - 17.2.2 be delivered or sent by prepaid registered post and by email;
 - 17.2.3 if delivered be presumed to have been received on the date of delivery;
 - 17.2.4 if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;

17.2.5 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.

17.3 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*.

18. GENERAL

18.1 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.

18.2 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.

18.3 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.

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

19. COMPLAINTS

19.1 A complaint filed with METROPOLE regarding the performance of this Agreement must be made in writing by the RESIDENT SERVICE CUSTOMER and be submitted immediately after discovering the alleged failure to perform.

Complaints should be sent in writing to: rentals@metropole.co.za

20. SHORT TERM LETTING

METROPOLE may, from time to time, elect to let a number of rooms through a professional short term letting agency who shall take all reasonable measures to ensure that the House Rules are adhere to at all times.

21. FORCE MAJEURE

21.1 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.

21.2 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.

22. DISPUTE RESOLUTION

Should any dispute arise between the Parties in connection with any matter in respect of this Client Services Agreement whatsoever, then that dispute shall be determined by arbitration in accordance with the Rules of the Association of Arbitrators (South Africa). The arbitration shall be submitted to the Regional Branch Chairman (KZN) and shall be held in Durban, and in a summary manner with a view to it being completed as soon as possible.

Signed at _____ on this _____ day of _____ 20____

The Resident Service Customer

Witness

The Surety

Witness

For: Metropole WC (Pty) Ltd
Accepted at CAPE TOWN on this _____ day of _____ 20____

Witness