**ACCOMMODATION AGREEMENT**

**BETWEEN**

**RESPUBLICA STUDENT LIVING (PTY) LTD**

**(“the Owner”)**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** *Initial Here \_\_\_\_*

 **Full Name ID Number**

**(“the Lodger”)**

**LIST OF ANNEXES TO THIS AGREEMENT:**

* **Annex “A” - List of room contents**
* **Annex “B” - Mandate to collect monthly payment**
* **Annex “C” - House Rules**
* **Annex “D” - Payer’s Suretyship**

**PART A: SPECIFICS OF ACCOMODATION AGREEMENT (*EACH INDIVIDUAL COLUMN WITHIN THE TABLES BELOW ARE TO BE COMPLETED AND INITIALED BY THE LODGER*):**

1. **Personal Details of Lodger:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Full Name and Surname** | **Student Number** | **ID/Passport. No** | **Age @ signing** | **Gender** |
|  |  |  |  |  |

*Initial Here \_\_\_\_*

1. **Personal Details of persons responsible for payment of fees contemplated in clauses vi, 3, 4 and 5 hereunder:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Full Name/s and Surname/s of parents or sponsor** | **ID/Passport Number/s** | **Work Telephone** | **Cell No.** | **Physical Address** |
| 1. | 1. | 1. | 1. | 1. |
| 2. | 2. | 2. | 2. | 2. |
|  |  |  |  |  |

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1. **Lodger’s contact details:**

|  |  |  |
| --- | --- | --- |
| Cell Number | Home Telephone | E-mail Address |
|  |  |  |

*Initial Here \_\_\_\_*

**For Office Use**

1. **The Accommodation Period:**

|  |  |
| --- | --- |
| **The Commencement Date as Indicated on Student Manager** | **Time** |
|  |  |

*Initial Here \_\_\_\_*

|  |
| --- |
| **Monthly Accommodation Fee** |
| **R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. **The Monthly Accommodation Fee**

*Initial Here \_\_\_\_*

|  |
| --- |
| **Once off Administration Fee** |
| **R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. **The Once off Administration Fee**

*Initial Here \_\_\_\_*

1. **The Security Deposit**

|  |  |  |
| --- | --- | --- |
| Will the sponsor sign suretyship for and behalf of the Lodger?  | Yes | No |
| (Complete Annex D) | (Deposit equals one month’s rent) |
| Security Deposit Amount Paid | R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The Security Deposit will be used to set off any damages to the dwelling unit and or non payment of accommodation fee |

*Initial Here \_\_\_\_*

***viii.Domicilia Citandi Et Executandi***

|  |  |
| --- | --- |
| **PARTY** | **PHYSICAL ADDRESS** |
| Owner |  |
| Lodger | Name of Residence:Address of Residence:Room No:  |

*Initial Here \_\_\_\_*

**PART B: TERMS AND CONDITIONS**

1. **Definitions**

In this agreement (constituting all of Part A, Part B and all annexes hereto), unless clearly inconsistent with or otherwise indicated by the context, the following words and phrases shall have the corresponding meanings assigned to them and cognate expressions shall have similar meanings:

* 1. “**Accommodation**” means: The provision of a single or shared room within an apartment at a Respublica Residence as indicated in Part A Section viii, or any other room of a similar quality and standard which the Owner may allocate to the Lodger and may change from time to time.
	2. “**Accommodation Period**” means the period commencing in accordance with clause iv above and subsisting on a month to month basis for an indefinite period subject to clause 10 (ten) *infra.*
	3. “**Contents**” means: the furniture, appliances and electrical goods as listed in annexure “A” hereto;
	4. “**Day**” means: any day of the week, excluding Saturdays, Sundays and gazetted public holidays;
	5. “**the Lodger**” means: any person who occupies the provided accommodation in terms of this agreement, and who has mere use thereof without however enjoying exclusive possession thereof;
	6. “**Month**” means: a calendar month, and more specifically:
		1. With reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month;
		2. In any other context, a month of the calendar, that is, one of the 12 (twelve) months of the calendar and, “monthly” has the corresponding meaning;
	7. “**the Owner**” means Respublica Student Living (Pty) Ltd, a company duly registered in accordance with the laws of The Republic of South Africa, or any of its duly authorised agents or assigns.
	8. “**Swipe Card**” means a payment mechanism provided to Students of tertiary institutions who receive bursary, loan, sponsorship or related allowances, for the consumption of student necessities, by suppliers, which suppliers for the purposes of this agreement include but are not limited to, ‘Intellicard’, ‘Eduloan’ and ‘Wizzard’,
	9. “**Utilities**” means: services provided by The Owner, or any third party service provider (including without limitation, any services provided by any municipal or governmental authority) to The Lodger, including but not limited to the use of water, electricity, sewage and refusal removal;
	10. “**Shared** **Rooms**” means: a room within an apartment consisting of two or more beds. The occupants of shared rooms are permitted to use the common areas within the apartment consisting of the bathrooms, kitchenette and living area. The occupants of shared rooms are also permitted to use the other residence facilities, including but not limited to the canteen, the study centre, the gym and the computer centre.
	11. “**Single Rooms**” means: a room within an apartment consisting of one bed. The occupants of single rooms are permitted to use the common areas within the apartment consisting of the bathrooms, kitchenette and living area. The occupants of single rooms are also permitted to use the other residence facilities, including but not limited to the canteen, the study centre, the gym and the computer centre.
	12. “**This Agreement**” means this accommodation agreement (part A and part B both inclusive) together with any and/or all Annexes hereto;
	13. Expressions defined in this agreement shall bear the same meanings in schedules or annexes to this agreement that do not themselves contain their own conflicting definitions.
	14. The expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or that of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
	15. words in the singular include the plural and vice versa, words importing the masculine gender include the feminine and vice versa;
	16. headings and paragraphs are for the purpose of organization and reference only and shall not be used to interpret this Agreement;
	17. the Appendices annexed to this Agreement are incorporated herein by reference and made a part hereof and defined terms of this Agreement have the same meaning if used in the Appendices;
	18. the words “include” and “including” do not connote limitation in any way
	19. any obligation recorded in this Agreement that falls to be performed on a day that is not a Business Day shall be postponed to and performed on the next Business Day (any day which is not a Saturday, Sunday or gazetted public holiday) and all references to “day” or “days” shall be reckoned exclusively of the first and inclusively of the last day
1. **Nature of Agreement**
	1. Under this Accommodation Agreement including all annexures hereto, the Owner grants a personal right to the Lodger to use and occupy the Accommodation on a non-exclusive basis for the Accommodation Period.
	2. Nothing contained in this Accommodation Agreement is intended to, or will be constructed as setting up the relationship of Landlord and Tenant between the parties.
	3. The parties agree and confirm that no tenancy or right of exclusive occupation, or exclusive possession is created by this Accommodation Agreement.
	4. The Owner reserves the right, at its sole discretion, to assign an alternative room as accommodation within the complex, and to require the Lodger to relocate from any room to another room within the complex, provided that any alternative room provided to the Lodger for purposes of accommodation may not materially differ in standard or quality from the accommodation agreed to in this Accommodation Agreement.
	5. The Lodger will not impede the Owner (or any agent of the Owner) in their exercise of the Owner’s right of possession and control of the Accommodation. The Lodger must give all reasonable assistance to any person authorised by the Owner to enter the Accommodation. Wherever possible, the Lodger will be told in advance of such visits.
2. **Payment of Accommodation Fees**
	1. The Lodger agrees to pay the Owner, the sum as contemplated in clause vi above as a monthly fee for the non-exclusive right to make use of the facilities at the residence and for the use of a Room
	2. The accommodation fee is payable in advance **on or before the first day of each month**. Where the lodger moves in during a month, a pro-rata amount based on the number of days that the lodger occupies a room for that month will be due and payable by the lodger in the first month. Thereafter, clause 3a applies.
	3. The total monthly accommodation fee includes an amount payable towards the use of a room per student and also includes the cost of utilities.. To the extent that the consumption incurred in respect of the utilities exceeds the amount provided for within the accommodation fee, the Owner reserves the right to increase the accommodation fee to recover such differential amount from the Lodger.
	4. The accommodation fee shall be payable in cash or by bank transfer or by credit card or by swipe card or by debit order in terms of the Mandate attached hereto marked Annexure B.
	5. For each payment which the Lodger makes after the due date, the Lodger must pay the Owner interest at the minimum of Prime + 2% or the maximum of rate allowed by law. Interest will accrue daily.
	6. The Lodger agrees and accepts that it shall be responsible for the accommodation fees (as prescribed in clause vi of Part A above and clause 3a above) as from the commencement date (as contemplated in clause v of Part A above), notwithstanding the fact that the Lodger may elect to commence utilisation of the facilities and/or room at a date thereafter. Accordingly the commencement date (as contemplated in clause v of Part A above) shall be the date upon which the Lodger is deemed to be liable for the accommodation fees. In the event that the Lodger is granted permission and consent to commence utilisation of the facilities and/or the Room prior to the commencement date, then in that event clause 3B above shall be applicable for the period prior to the commencement date.
3. **Administration Fee**
	1. On signature of this Agreement, and if so required by the Owner, the Lodger agrees to pay a non-refundable, once-off fee to the Owner in the amount contemplated in clause vii above.. The Owner shall at its election be entitled to waive the provisions of this clause 4.
	2. In addition to the aforesaid, the Owner may from time to time be entitled to levy an additional administration fee in the amount of R 35.00 per letter or notice dispatched by the Owner to the Lodger in pursuance of the provisions of clauses 10 and 11 below.
4. **The Security Deposit**
	1. The Lodger agrees to deposit with the Owner the amount of one month’s accommodation fee as a security deposit, payable to the Owner subsequent to the signature date hereto but prior to the commencement of the accommodation period, which security deposit shall be held by the Owner against any breach or non-performance of this agreement or any part hereof by the Lodger, including but not limited to the application of the security deposit by the Owner, in whole or part, in meeting any payment due by the Lodger to the Owner during the Accommodation Period or subsequent to the termination of this agreement, or against any damage to the Accommodation or any part of the Owner’s property which has been caused by the Lodger or by anyone who the Lodger allows to access to the Owner’s property.
	2. The Lodger shall not deduct the security deposit or any part thereof from the accommodation fees payable during any month of the agreement.
	3. At any time during the accommodation period, and subsequent to the security deposit or any part thereof having been applied by the Owner in terms of this clause 5 (five), the Lodger shall upon demand by the Owner reinstate the security deposit to its original amount;
	4. Subsequent to the termination of this agreement in accordance with clause 10 (ten*)* *infra,* the Owner shall refund to the Lodger, so much of the security deposit as has not been applied by the Owner in terms of this clause 5 (five), together with all interest accrued thereon as prescribed by the Estate Agents Affairs Act (as amended).
	5. If the deposit is insufficient to cover the amount required to cover such repairs or remedies as are permitted deductions under this Accommodation Agreement, the Lodger shall pay on demand such further sum as the Owner reasonably requires in order to cover the amount which the deposit would have otherwise covered.
	6. In the event of the Lodger failing to provide the Owner with the security deposit as contemplated in this clause 5 (five) subsequent to signature hereto but prior to the commencement of the accommodation period, the Owner shall not be compelled to grant the Lodger occupation of the accommodation;
	7. The Owner shall be entitled at its election to waive the provisions of this clause 5 or any portion thereof.
5. **The Lodger’s Obligations**
	1. The Lodger must:
		1. Pay the Accommodation Fees at the time and in the manner agreed upon free of deduction;
		2. Sign and abide by the House Rules as set out in Annexure “C” (a breach of which will constitute a breach of this agreement in terms of clause 11 below) ;
		3. Use the Accommodation solely in accordance with the terms and conditions of this agreement;
		4. At all times maintain the Accommodation in a clean, tidy and sanitary state.
		5. Leave the Accommodation in a clean, tidy and sanitary state after each use.
		6. Lock the Accommodation when going out to protect the security of the Owner’s property and other Lodgers within the property.
		7. Permit the Owner (or the Owner’s agents) to enter the Accommodation at any reasonable hour for purposes of providing services, such as cleaning of the Accommodation.
		8. Vacate the Accommodation at the end of the Accommodation Period and return any keys and access cards to the Owner.
	2. The Lodger shall not:
		1. Sell, hire out or remove any of the Contents.
		2. Deface or damage the Accommodation, the Contents or any part of the Owner’s property.
		3. Play any musical instrument, live or electronic music, radio or television or engage in any other noisy or disruptive activity between such hours as the Owner may stipulate.
		4. Keep anything dangerous, explosive, combustible or flammable in the Accommodation.
		5. Store any of his possessions in or on any part of the Owner’s property other than the in Accommodation unless the Owner gives him permission to do so.
		6. Keep any animals in the Accommodation without the Owner’s prior written permission.
		7. Permit any third party to use the Accommodation, otherwise than explicitly provided for by this Accommodation Agreement, the House Rules or as consented to by the Owner or any of its assigns or representatives; .
		8. Do or permit or omit to be done anything which might endanger any persons present at the accommodation at any time.
		9. Cede or assign to any persons, any rights or obligations of the Lodger in terms of this agreement;
6. **The Owner’s Obligations**
	1. The Owner shall:
		1. Provide the agreed upon Accommodation to the Lodger for purposes of the non-exclusive use of such Accommodation by the Lodger, in such part of the Owner’s property as the Owner may determine.
		2. Ensure that the Accommodation is in a good clean condition immediately before the Lodger is given access thereto and that the Shared / Single Rooms are in such condition for the duration of the Accommodation Agreement.
	2. In addition, the following services and facilities are provided to the Lodger:
		1. Introduction to the Accommodation and a key hand-over.
		2. Cleaning of the Accommodation before and during the stay.
		3. Housekeeping (cleaning of the apartment) and maintenance (upkeep of the accommodation).
		4. Check-out and collection of keys.
		5. Wi–Fi Internet Access.
		6. A Laundry Facility which shall be made available to the Lodger for use at its sole election, risk and cost,
		7. A 24 (twenty four) hour, guarded security service of the accommodation and common areas, to be operational 7 (seven) days a week, which security service shall include closed circuit television monitoring.
		8. Access to an onsite Residence Manager and/or Residence Team.
		9. Access to an onsite Cafeteria Facility, for use at the Lodger’s sole election and cost where available
		10. Any other services requested by the Lodger and which the Owner has agreed, in writing, to provide.
7. **Liability of the Owner**
	1. The Lodger hereby indemnifies and holds harmless the Owner from and against any and/or all claims, losses, costs, charges, expenses, damages and liabilities of whatsoever nature howsoever arising which the Lodger may incur, pay or sustain in connection with the Lodger’s occupation of the Shared Rooms or Single Rooms, including, all costs and expenses brought about in connection with any such loss or damage.
	2. In amplification of clause 8a above, the Lodger specifically and without limitation, hereby indemnifies the Owner in full from any loss or damage (irrespective of the nature thereof) suffered by the Lodger as a consequence of any services rendered by the Owner or any third party service provider to the Lodger (or as the case may be, to the Owner, or the Accommodation) or the disruption, interruption and/or cancellation thereof, either prior, during or subsequent to the currency of this agreement.
	3. To the extent possible and applicable and without derogating from the aforesaid, and furthermore without admitting liability of any nature, the Owner shall use its best endeavours to mitigate any loss or damage suffered by the Lodger in terms of this clause 8 and shall furthermore render reasonable assistance (not necessarily financial assistance) to the Lodger in pursuing any potential claims against any third parties.
	4. For purposes of this clause 8:
		1. “services” shall include but not be limited to the services provided to the Lodger and/or the Accommodation in terms of: the Utilities; Internet Access; Laundry; Security; Dietary; Housekeeping and Maintenance; water; electricity; sewage; refuse removal; hygiene and sanitation; and
		2. Shall be deemed to be “services” Irrespective of whether such services have been rendered or provided by the Owner; any municipal or governmental department or any other third party, irrespective of the nature, status or legal capacity of such third party;
8. **Guests of the Lodger**
	1. The Lodger may invite any person (“guests”) other than any who have been barred by the Owner from visiting the property into the Accommodation, provided that such guests must comply with any signing in and out procedures, which may be prescribed from time to time by the Owner.
	2. All Guests are required to leave by midnight unless prior permission has been given by the Owner for them to remain longer. Permission is given at the sole discretion of the Owner and its decision is final.
	3. A guest may only stay in the Accommodation overnight if the Owner gives permission for this to occur, and subject to any additional requirements or formalities as prescribed or required by the Owner from time to time. Permission is given at the sole discretion of the Owner and its decision is final;
	4. If the Lodger has unauthorised Guests, he or she will be deemed to be in breach, which may result in termination of this Accommodation Agreement.
	5. All guests shall be subject to the duties and obligations applicable to the Lodger in terms of this agreement. The Lodger must take responsibility for the good conduct and behaviour of all guests and must repay to the Owner for any costs which the Owner incurs in repairing any damage caused by guests. In this regard the provisions of clause 5 (five) are applicable to this clause 9e. In order to give effect to the provisions of this clause, the Student irrevocably binds itself *in rem suam* for any liabilities of the Guest in favour of the Owner, irrespective of the nature or cause thereof.
	6. The Student hereby irrevocably indemnifies the Owner against any liability occasioned as a consequence of any behaviour attributable to the guest whilst on the Property, irrespective of the nature or cause of such liability, including but not limited to any third party liability of whatsoever nature.
9. **Termination**
	1. This Accommodation Agreement may be terminated by either party giving 1 (one) month’s written notice to the other party of their intention to terminate;
	2. The parties agree that the Notice referred to in 10a *supra* may only be furnished by either party to the other party on the last day of any particular month during which this agreement remains of force and effect and notwithstanding the actual day upon which either party may have furnished notice to the other party in terms of this clause 10, same shall be deemed to have been received on the last day of the month in question.
	3. In the event that the Lodger furnishes the notice contemplated in 10a *supra* on any day other than the last day of the month and in the event that the Lodger vacates the Accommodation prior to the last day of the subsequent month, the Lodger shall in that event be liable to Respublica for a *pro rata* portion of the Accommodation Fees calculated from the date of vacation in a particular month to the last day of the said month.
	4. Upon termination of this Accommodation Agreement, the Lodger must immediately leave the Accommodation and remove his or her belongings from within the Accommodation – or anywhere else on the Owner’s property.
	5. If the Lodger fails to comply with the above clause, the Owner may take all steps necessary to immediately remove the Lodger and his or her belongings.
	6. In the event of the Lodger vacating the accommodation prior to furnishing the Owner with the requisite notice period in terms of 10a *supra,* the provisions of clause 5 shall at the Owners election become applicable, this however shall not preclude the Owner from pursuing any other remedies available to it in law for the recovery of any monies payable to the Owner by the Lodger in terms of this agreement or in the pursuance of any claims for damages against the Lodger;
10. **Special Remedy for Breach:**
	1. Notwithstanding clause 10b *supra,* in the event that the Lodger defaults in any payment due under this accommodation agreement or breaches any other terms, and fails to remedy such default or breach within 7 (seven) Days after receiving a written demand that it be remedied, the Owner may without further notice:
		1. cancel this agreement with immediate effect,
		2. take back possession of the accommodation,
		3. have a common law right to retain the Lodger’s movables to ensure payment of his or her Accommodation Fees, and
		4. recover damages from the Lodger for the default or breach and the cancellation of this agreement;
		5. retain the security deposit as contemplated in clause 5 above (to the extent allowed by South African Law) as a pre-estimate of damages suffered by the Owner as a consequence of this agreement being terminated by the Owner by virtue of any breach of this agreement by the Lodger;
	2. This will not affect any other rights or remedies the Owner might have in terms of any other provision of this agreement or in law.
	3. This Clause 11 does not exclude the ordinary lawful consequences of breach (except those that are expressly excluded by any of the other provisions of this agreement) and in particular any right of cancellation of this agreement on the ground of a material breach going to the root of this agreement.
11. **Domicilia Citandi Et Executandi**
	1. The parties choose as their *domicilia citandi et executandi* (“*domicilium*”) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, their respective addresses as appear in clause viii and iv above:
	2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile or e-mail.
	3. Any party may by notice to any other party change the physical address chosen as its *domicilium* *vis-à-vis* that party to another physical address where postal delivery occurs or its facsimile number or e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the seventh business day from the receipt of the notice by the addressee.
	4. Any notice to a party:
		1. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its *domicilium* to which post is delivered shall be deemed to have been received on the seventh business day after posting (unless the contrary is proved);
		2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium* shall be deemed to have been received on the day of delivery; or
		3. sent by facsimile to its chosen fax number shall be deemed to have
		4. been received on the date of despatch (unless the contrary is proved); or
		5. sent by e-mail to its chosen e-mail address shall be deemed to have been received on the date of despatch (unless the contrary is proved).
	5. 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 it notwithstanding that it was not sent to or delivered at its chosen *domicilium*.
	6. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002, are expressly excluded from this agreement in this regard, and data messages (as defined in that Act) are excluded as a valid form of notice in terms hereof.
	7. Notwithstanding clause 12f above, the Lodger accepts and acknowledges that the Owner may from time to time send SMS notifications to the Lodger or the Payer
12. **General**
	1. This is the entire agreement between the parties pertaining to the subject matter hereto;
	2. No variation or consensual cancellation of this agreement will be of any force unless reduced to writing and signed by both parties.
	3. No extension of time or indulgence must be interpreted as a waiver of any right in terms of this agreement that one party may have against the other.
	4. The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time
	5. This agreement shall be governed and interpreted in terms of the Laws of the Republic of South Africa;
	6. The rule of construction that the agreement shall be interpreted against the party responsible for the drafting and preparation of same shall not apply;

|  |  |
| --- | --- |
| **I** (*insert name of Lodger),* **THE LODGER IN THIS AGREEMENT, CONFIRM AND ACCEPT THAT I FULLY UNDERSTAND THE CONTENT OF THIS AGREEMENT AND THE ANNEXES HERETO AND THAT THIS AGREEMENT IS DRAFTED IN A LANGUAGE IN WHICH I CAN FULLY COMPREHEND;** | *SIGNATURE OF LODGER:* |
| **I** (*insert name of lodger),* **THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY, FREE OF UNDUE INFLUENCE AND AS A RESULT OF MY OWN FREEWILL AND DESIRE;** | *SIGNATURE OF LODGER:* |
| **I** *(insert name of Lodger***), THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF MY PAYMENT OBLIGATIONS TO THE OWNER PURSUANT TO THIS AGREEMENT AND PARTICULARLY THOSE PRESCRIBED IN CLAUSES 3, 4 AND 5 HEREOF.**  | *SIGNATURE OF LODGER:* |
| **I** *(insert name of Lodger)***, THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE CIRCUMSTANCES UPON WHICH THIS AGREEMENT MAY BE TERMINATED AND THE SPECIFIC TIME PERIODS RELATED THERETO, MORE PARTICULARLY THOSE PRESCRIBED IN CLAUSE 10 HEREOF.**  | *SIGNATURE OF LODGER:* |
| **I** *(insert name of Lodger)***, THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT PERTAINING TO BREACH AND CANCELLATION AND THE CONSEQUENCES AND REPERCUSSIONS ASSOCIATED THERETO, MORE PARTICULARLY THOSE PROVISIONS REFERRED TO IN CLAUSE 11 HEREOF.**  | *SIGNATURE OF LODGER:* |

SIGNED BY PARTIES AS FOLLOWS:

OWNER signature: …………………… Place: ………………………..........

(Who if signing in a representative capacity

warrants that he is duly authorized thereto) Date: …………………...................

Witness 1: …………………………………………..

Full name: …………………………………………..

LODGER’s signature: …………………… Place: ………………………..........

(Who if signing in a representative capacity

warrants that he is duly authorized thereto) Date: …………………...................

Witness 1: …………………………………………..

Full name: ………………………………………

|  |
| --- |
| **ANNEX A: RESPUBLICA ROOM INVENTORY CHECKLIST** |
| **FOR OFFICE USE ONLY** |
| SM ID  |  | Room Number  |  |
| Residence Name |
| Student Nameand Surname |  |
| **CHECKLIST** |
| ROOM ITEM | Checked | If the item is not functional please provide details | Office Use Only |
| Room Door |  |  |  |
| Door Lock |  |  |  |
| Light Switches |  |  |  |
| Bathroom Door |  |  |  |
| Toilet Unit |  |  |  |
| Mirror |  |  |  |
| Towel Rail/ Hook |  |  |  |
| Shower Unit |  |  |  |
| Wash hand Basin |  |  |  |
| Kitchen Unit |  |  |  |
| Living Area |  |  |  |
| Stove |  |  |  |
| Kitchen Sockets |  |  |  |
| Microwave Oven |  |  |  |
| Fridge(s) |  |  |  |
| Kitchen Bin(s) |  |  |  |
| Wardrobe Doors |  |  |  |
| Wardrobe Shelves |  |  |  |
| Bed(s) |  |  |  |
| Mattress(s) |  |  |  |
| Pedestals |  |  |  |
| Study Desk |  |  |  |
| Chair(s) |  |  |  |
| Wall Sockets |  |  |  |
| Dustbin(s) |  |  |  |
| Ceiling |  |  |  |
| Globes |  |  |  |
| Walls |  |  |  |
| Curtains/Blinds |  |  |  |
| Curtain Rail/Hooks |  |  |  |
| Floor/Carpet |  |  |  |
| Heater |  |  |  |
| Other |  |  |  |
| Student Signature |  |
| Residence Manager  |  |
| Date |  |

**ANNEXURE B**

**MANDATE TO COLLECT MONTHLY PAYMENT**

1. **Authority**

|  |  |
| --- | --- |
| **Given by: (name of account holder)** |  |
| **Address:**  |  |
| **ID Number:**  |  |
| **Bank:**  |  |
| **Branch code:**  |  |
| **Account number:**  |  |
| **Type of account**: current (cheques) /Savings/ transmission |  |

**To (Name of the beneficiary)** : Respublica Student Living (Pty) Ltd

Amount as Indicated in Part A Section vi:

**Abbreviated name as registered with the bank:** Respublica

**Beneficiary Address:** 1st Floor, 82 Maude Street, Sandton

This signed Authority and mandate refers to our contract date as indicated in Part A Section iv ( “the agreement”)

I/We hereby authorize you to issue and deliver payment instructions to your banker for collection against my/our above-mentioned account at my/ our above-mentioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the agreement, and commencing on or about the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continuing until this authority and mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows:

On the 25th day (“payment day”) of each and every month commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African holiday, the payment day will automatically be adjusted to either the preceding, or very next ordinary business day. Further, If there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

Payment instructions due in December may be debited against my account on **25th November of that calendar year**

I/ We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. Such must contain a number, which number is included in the said payment instruction and if provided to you should enable you to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

1. **Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

1. **Cancellation**

I/We agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

1. **Assignment**

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any kind party.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2016

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sponsor Signature as used for operating on the account (note: Signature of Parent/Sponsor Required)**

OFFICE USE ONLY

1. **Agreement reference Number**

**This agreement reference number bed is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **RESPUBLICA SIGN OFF**

**­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Annexure C: House rules**

Student Handbook and House Rules

www.respublica.co.za



**RESPUBLICA STUDENT HANDBOOK & HOUSE RULES**

|  |
| --- |
| **STUDENT HANDBOOK & HOUSE RULES** |
| **Student Name and Surname** |  |
| **SM ID** |  |
| **Student SA ID Number** |  |
| **Student Passport Number** |  |
| **Residence Name** |  |
| **Room Number** |  |
| **Student’s Signature** |  |
| **Date** |  |

**1. Introduction**

Welcome to Respublica! We trust your stay with us will be a successful, enjoyable and happy one. It is of vital importance, both to us, and to you, the student, that the living environment within the residence is not only safe and secure, but also provides an atmosphere conducive to effective study, and respectful community living.

The purpose of this handbook is to set out guidelines, rules and regulations which will ensure a harmonious environment for all students in which they can live, learn and excel in all spheres of student life.

Please ensure that you read and understand these carefully. Please ask Residence Staff if you are unsure of anything contained in this handbook, or how it relates to you personally. Please note that Respublica Management reserve the right to amend the Residence Rules at any time, and insist that such amendments are adhered to by all residents.

**2. Safety and Security**

1. **Genera**l

Respublica cannot be held responsible for any losses that you may incur whilst residing in our buildings hence please keep your room locked at all times and ensure that windows are fully closed when you are not present in your room. The key for your room must never be given or lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify your room and the building. It is the responsibility of the students to keep their personal possessions safe and their rooms and cupboards locked at all times.

1. **Personal Safety**

Respublica properties have been developed incorporating state of the art security measures to ensure the safety of you and your belongings. By taking a few simple precautions, you can help to support and maintain the security of the site and make sure that you and your neighbours don't become a victim of crime. Staying safe is all about following a few common-sense guidelines. Read the following tips, which could make all the difference;

1. Many burglaries happen when a door has been left open - lock up whenever you go out;
2. Be careful who you let in or who follows you into the building - lock your room door even if you are only going down the corridors;
3. Criminals are after an easy target - walk in groups at night or travel by taxi or stay;
4. If possible, use cash-machines during the day - put your card and cash away and be vigilant - never write down your PIN;
5. After a night out, arrange to go home with friends, or in a taxi;
6. To prevent spiking, don't leave drinks unattended;
7. Be vigilant when using your mobile phone - if your phone is stolen, call your network to immobilise it;
8. Protect yourself with insurance - keep lists of the make, model and serial numbers of your electronic items to help police track them down if they are stolen;
9. Mark your property with the initials of your university (e.g. UJ, WITS, etc.) and your student ID number - this makes it harder for a burglar to sell stolen goods and can help the police to return items to you.
10. **Property Safety**
11. Make a list of your personal property including identifying serial numbers and the name of the manufacturer;
12. Record the number of all credit cards and bank accounts. Also, keep the phone numbers of these companies and banks in a safe location so you can notify them if your cards or cheque book are lost or stolen;
13. Keep money and valuables in a secure place;
14. Do not keep excess amounts of cash in your room;
15. Be alert to the presence of strangers in non-public areas (all resident floors) and report their presence to a staff member;
16. Keep your room locked whenever you leave, even if you intend to return shortly;
17. In the event that you are a victim of a theft, notify any staff member. Filing a report with the police is encouraged and recommended so you can file an insurance claim if necessary;
18. Garments in laundry machines should not be left unattended. Residents are responsible for all personal belongings in the laundry room and anywhere else on the premises;
19. Insist on seeing identification for any person you do not know seeking access to your room
20. Do not leave messages on your door or voicemail indicating when you are out or will not be in your room.
21. **Use of Intercoms**

Some apartments are equipped with intercoms, which connect immediately and automatically to security / reception. If you feel you are in any danger whilst in your room, use the intercom to summon assistance from security WITHOUT HESITATION.

1. **Fire Alarms and Evacuation**

The residence has been equipped with a sophisticated fire detection system which will be activated if it senses extreme heat or smoke in any part of the residence. This system operates to ensure the safety and wellbeing of our residents. If the fire alarm sounds whilst you are in the building:

1. Evacuate the building in an orderly manner via the nearest escape route.
2. The green emergency exit signs placed in the corridors and common areas of the building indicate these routes. Do not use elevators.
3. Once you have left the building please head straight to the Fire Assembly Points, located as follows:
* Parking area on the side of the building near the gate.
* Communal garden area on side of the building near the street.

In the event of an evacuation, no student shall re-enter the building without the permission of Respublica staff or Fire Brigade officers present.

1. **Fire Alarm Testing and Fire Drills**

The fire alarm is tested MONTHLY. The test can be recognised as a short 5 to 10 second burst of the fire alarm sirens. A full fire drill will be held periodically and will not be announced in advance and we ask for the full cooperation of residents during the exercise.

1. **Fire Fighting Equipment**

Fire extinguishers and fire blankets are available at various points throughout the building. Please familiarise yourself with these on arrival.

If you should discover a fire then your first priority is to sound the alarm and evacuate the building. Do not attempt to tackle the fire.

1. **Fire Prevention**

To prevent fire alarms and unnecessary evacuation of the building, please take care when you are cooking.

* When cooking, please stay in the apartment whenever your stove or microwave is in use, or even when hot food remains on your stove after it is switched off.
* While cooking your food, please keep the apartment door closed.
* Do not use candles, incense, oil burners or anything with a naked flame.
* Keep fire doors closed and corridors free from clutter at all times, as this will aid your escape should fire break out.

False alarms can be easily avoided by following the advice above, and by taking simple and sensible precautions yourself. False alarms not only waste the time of the fire services, but can also endanger lives. It is because of this that any resident found activating the fire alarm system maliciously or unnecessarily will be liable for expulsion. Interfering with fire prevention or fire safety equipment may also be a criminal offence and Respublica Management may refer such activities to the police

**3. Visitor Policy**

1. **General Rules**

Visitors are welcome provided they observe the House Rules and no student shall have more than two visitors at any given time. All visitors are required to sign in at security and are not allowed direct access to your room. You will be required to fetch your visitors from the foyer.

RESIDENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR VISITORS AT ALL TIMES WHILST THEY ARE IN THE BUILDING AND ANY INFRINGEMENT OF THE HOUSE RULES BY A VISITOR WILL BE DEEMED TO BE THE INFRINGEMENT OF THE RESIDENT WHO SIGNED THEM.

Visitors will be required to leave any of the following positive identification documents with security before they are allowed access into the building:

* SA National ID Document
* Valid and unexpired national Passport
* Valid Student ID where available
* Driver’s License

Security will return these documents to visitors when they exit the building.

1. **Number of Guests**

At no time shall the number of guests in the building exceed 50 visitors. No further visitors shall be permitted access to the building if the limit of 50 visitors has been reached. Once guests leave the building, security may allow more in such that the amount of guests on site at any given time does not exceed 50.

1. **Visiting Hours**
* Visiting Hours are as follows:
* Visitors are allowed access **INTO** the building from **9am to 9pm** on a daily basis.

All visitors are required to vacate the building by no later than **12pm (midnight)** every day.

1. **Access to Facilities**

Visitors are not allowed entry into the communal study facilities, nor gymnasium, laundry area or computer lab. Any visitor found in these areas will be requested to leave the building immediately, and will be barred from entering the building again for 6 months.

1. **Subletting / Squatting**

No room may be sub-let for any reason whatsoever by the tenant.

Under exceptional circumstances and at the sole discretion of Respublica’s Management and subject to such additional formalities and requirements that Respublica may from time to time implement, visitors may be allowed to stay over. A relevant nightly rate and sign off are mandatory and non-negotiable and each request will be evaluated on a case by case basis. Rooms may only be shared by the same gender individuals.

**4. Prohibited Conduct: Dismissible Offences**

The following offences are grounds for immediate expulsion from the Residence of any Student, at the sole discretion of the Residence Manager:

1. Any student found to be in contravention of the Drugs and Drug Trafficking Act no 140 of 1992 whilst on Respublica premises;
2. Any student suspected of being in possession of illegal substances (either on or off the premises);
3. Any student suspected of being in possession of alcohol whilst on the premises;
4. Tampering with fire equipment;
5. Physical assault or violence (including rape or attempted rape, either on or off the premises);
6. Any student found to be in contravention of the Protection from Harassment Act 17 of 2011;
7. Any student found to be in contravention of the Sexual Offences Act 23 of 1957;
8. Any student suspected of theft;
9. Any student suspected of being in possession of a firearm or any other dangerous weapon whilst on the premises;
10. Any Student found to be in contravention of the firearms control Act 60 of 2000;
11. Any student suspected of being in possession of fireworks or other explosive devices whilst on the premises;
12. Making a fire in any area of the building not designated for such purpose, and/or without prior permission from Management;

If a student is expelled from the building, Respublica will immediately notify the student’s parents/guardian, the student’s tertiary institution, and the student’s bursar, if applicable. The police may be notified if appropriate. As a result of the expulsion, the Bursar has the right to terminate the student’s bursary or student loan.

The Lodger hereby consents to the owner obtaining a final protection order against the Lodger in the event that the Lodger is suspected to be in contravention of the Protection from Harassment Act 17 of 2011.

**5. Disciplinary Process and Procedures**

The following verbal and written warning system applies across all violations of House Rules:

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1. Record of all Verbal warnings will be signed by the student concerned, and Residence Staff and will be placed on the Student’s file
2. All written warnings will be signed by the student concerned, and Residence Staff and will be placed on the Student’s file.
3. Failure to acknowledge either verbal or written warning will cause the specific offense to be increased by one frequency increment. (i.e. 1st Offence is automatically treated as 2nd Offence, 3rd Offence automatically treated as 4th Offence etc.). The effect of this is that the students lack of cooperation results in them being one offence CLOSER to Expulsion.
4. In the event of a student’s expulsion from the Residence, the student shall have four hours (4hours) to vacate the residence from the time that he or she is instructed to do so by Residence staff. Failure to adhere to this will be considered trespassing.
5. A student who has been expelled from the Residence may appeal their expulsion within 30 days of such occurrence. This may only be done in writing, either in hardcopy or via email, addressed to the Residence Manager. Such appeal will be read and duly considered by:
6. Residence Staff
7. Respublica Management
8. Relevant Tertiary Institution
9. The student’s funder / bursar
10. A written response will be sent to the student addressing the outcome of their appeal.
11. This response is final and no further appeal or discussion is permissible after this point.
12. Upon expulsion of a student, Respublica will notify that student’s:
13. Parents
14. University
15. Bursar / Funder
16. SAPS (if the offence is deemed to be a criminal one).

**It is recorded that Bursar’s / Funders reserve the right to withdraw any bursary or funding arrangement as a result of a Respublica expulsion.**

**6. Staff and Residence Assistants**

**Respublica Staff**

Respulica staff members are here to help residents get the most out of their living Experience. The staff will provide a variety of services and means of assistance. Additionally, they will respond to emergency situations and are available to meet with residents. Whenever the management office is closed, the Residence Manager and Residence Life Coordinator can be contactable via the security guard on duty.

1. **Residence Manager**

The Residence Manager is responsible for the overall operations and management of Respulica Residence. This encompasses Residence Life, Cleaning, Maintenance, Security and Student Wellbeing.

|  |  |  |
| --- | --- | --- |
| **Residence Name** | **Your Residence Manager is** | **Email:** |
| **Saratoga Village** | Joseph Sambo | Joseph@respublica.co.za  |
| **The Fields** | TBC | info@respublica.co.za |
| **Urban Nest** | Irene Malaila | irene@respublica.co.za |
| **West City** | Mark Tshiunza | mark@respublica.co.za |
| **Eastwood Village** | TBC | info@respublica.co.za |

1. **Residence Life Coordinator**

The Residence Life Coordinator (RLC) is responsible for the general well-being of the Student Body within the residence. The RLC’s duties are varied, but are mainly:

* Communication with students
* Coordination of events and operational procedures
* Liaising with Residence Assistants
* Enforcement of House Rules
* Provides feedback from students to Management
1. **Cleaning & Maintenance Staff**

The cleaning and maintenance staff are responsible for the cleaning and upkeep of all common areas within the building including entrances, corridors, lounges, stairwells and other common areas. They also provide a once-weekly cleaning service within the apartments.

1. **Security Team**

Our security staff are responsible for maintaining a secure environment for all who live visit and work in the building, and provide convenient and controlled access to the site. Located at the building entrance, our security staff monitor and oversee building access 24 hours per day, 7 days per week, 365 days per year. In addition to monitoring CCTV camera footage, Security Staff regularly patrol the building and perimeter of the property on foot to ensure that our residents are safe and secure at all times.

1. **Residence Assistants (RA’s)**

The RA’s are live-in students who are committed to the personal and academic success of our residents and a supportive environment. They strengthen the sense of community through leadership, programming, policy enforcement and effective communication between all parties, both students, and staff.

They are the resident’s primary source for information, problem-solving and support. RA’s are often first-responders to safety and facility related issues, and provide information about the community. They also help facilitate some social and educational events for residents. They may participate in periodic room inspections. Their names will be made known to all students on arrival

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**7. Care of Premises and Conduct**

1. Care of Buildings, Common Areas and Bedrooms

***You must keep your room clean and tidy at all times.***

All residents shall be jointly and individually responsible for keeping the residence premises clean and neat, and the Residence Staff shall ensure that this is done. The Residence Staff shall handle placements in rooms, in consultation with the Residence Manager.

* 1. The walls should not be damaged when pictures, portraits or paintings are put up on the walls of the recreation halls, sitting rooms and bedrooms. No nails, hooks or two-sided tape are allowed. Therefore only prestik may be used.
	2. No fixed features, e.g. bookshelf and desks, mirrors, etc. may be dismantled or relocated.
	3. Each resident is responsible for his/her own room and the room should be in the same condition on evacuation as the way it was received. No unauthorized student may enter the room of another student unless that student is in the room.
	4. When a resident move into a room, he/she must notify Respublica registration staff immediately if anything in the room is not in a good condition. If the problem is not reported it will be assumed that he/she has found the facility in a good condition and with no defects. Thereafter, any breakage or damage shall be deemed to have been caused by the occupant. An inventory of the contents of the room and of any defects must be signed by the student when he/she occupies the room.
	5. No vehicle spare parts, motorbikes and bicycles may be taken into the residence building, but they may be taken to places specifically intended for such vehicles or spare parts.
	6. No student may tamper with electricity or intercoms or any electrical appliances.
	7. Ironing of clothing or linen is STRICTLY prohibited with the apartments, and may only be done in the common laundry area and nowhere else on the property.
	8. Furniture, mattresses, cushions or equipment may not be removed from any room, house recreation hall or any other recreation area.
	9. Under no circumstances may walls or doors be written on. No form of ‘graffiti’ will be allowed in or at any residence.
	10. No private parties or functions shall be allowed in the building.
	11. MANAGEMENT reserve the right to have access to any room in the residence at all times and rooms may be spot checked at any time with a specific purpose and with the permission of the Residence Staff. A student may be requested to open his/her cupboard, bags or suitcases in this regard.
	12. Rooms shall be inspected on a regular basis to identify and attend to deficiencies, repairs and general maintenance.
	13. Residents are expected to empty all trash (kitchen and other) when appropriate and deposit all garbage in the black wheelie-bins provided at the end of each floor.
	14. Residents shall under no circumstances hang their washing/clothes on and outside the residence windows.
	15. It shall at all times be forbidden to litter through residence windows, balconies, passages and on residence grounds.
	16. Residents are strictly forbidden from sitting on windowsills, and hanging out of windows.
	17. A medical certificate shall be submitted to obtain special permission to bring your own mattress.
1. Water and Electricity Consumption

Included in your rental is an amount allocated for the use of water and electricity hence use them sparingly. Use only the minimum electricity required. Please switch off all lights and electrical appliances when leaving the room. Switching off saves the environment, and diminishes risk of fire!

The following appliances are not permitted in the building:

1. Any electric heater (other than those prescribed by Management)
2. Refrigerators, other than those specifically provided in the rooms
3. Any portable cooking devices (stoves, microwaves etc.) other than those provided Equipment will be confiscated if not according to the prescriptions.
4. Residents are strictly prohibited from making any alterations to or affecting any work on the electrical equipment or intercom equipment of the residence.
5. Vandalism

Any wrongful and/or deliberate damage to or appropriation, destruction, alienation or possession of residence property or the property of any person associated with Respublica, including that of another student or of a visitor to the Residence, or any attempt to do so is a serious offence and all such cases must immediately be reported to the Residence Staff. The person(s) concerned shall be held responsible for all reasonable repair or replacement costs as well as disciplinary measures.

1. Any resident who is guilty of vandalism, and who leaves the residence before his/her case is dealt with internally, shall be subject to prosecution. Costs to rectify the damages, as determined by management, shall be recovered from the student.
2. Fire hoses and fire extinguishers may not be handled except in case of fire. Any other instance of such equipment being handled shall be considered to be vandalism, and the guilty person shall pay any costs incurred to rectify the damages and may forfeit his/her right of accommodation in terms of Section 4d.
3. Being under the influence of alcohol/drugs may not be used as an excuse for vandalism.
4. Open Fires

No open fires will be allowed in the buildings. Fires and braai’s will only be allowed in designated areas, and with prior permission of Management.

1. Cleaning

Residents are expected to maintain their units to high standards of cleanliness and exercise reasonable care for the facilities. Routine cleaning in all units should include kitchen and bathroom appliances and fixtures, regular vacuuming, mopping, cleaning of all counters and surfaces and full cooperation with the building’s garbage and pest control program and procedures. Each room will be cleaned once per week by Respublica staff. This clean will comprise:

1. Kitchen Area

Clean all counter surfaces, sink and stove

External surface of fridge and cabinets

Full clean of microwave

No washing of dishes will be carried out

1. Bathroom Area

Full clean of all surfaces

Mop Floor

Full clean of shower, basin and mirror

1. Floors and Windows

Internal Window Clean

Vacuum of floors and Carpets

All Residents are expected to adhere to acceptable standards of maintenance and cleanliness within the rooms. Cleaning staff will report to management on condition of the rooms on a weekly basis, and any student deemed to be not complying with acceptable behaviour in this regard will be held accountable.

All residents, when making use of communal areas, are expected to maintain these areas to high standards of cleanliness and exercise reasonable care for the facilities. After use, these areas are to be left in a clean and tidy state.

1. Appliances

The following appliances are not permitted in the building:

1. Any electric or gas heater other than those prescribed by Management
2. Refrigerators, other than those specifically provided in the rooms
3. Any portable cooking devices (stoves, microwaves etc.) other than those provided
4. Television sets, unless permission is obtained from Management and/or Bursars
5. No TV games consoles (Playstation, Wii, Xbox etc.) are permitted to be used in the communal TV areas whatsoever.

Management reserve the right to retain such items and insist that they are removed from the premises. Any cost of such removal will be the responsibility of the student concerned.

1. Offensive Odours

An odour of significant intensity can be disruptive to others. Some examples of odours that may become offensive if strong include:

1. Incense
2. Dirty Laundry
3. Dirty cutlery and crockery
4. General kitchen odours
5. Cooking smells
6. Blocked drains

When a strong odour can be identified to a particular apartment, the students are expected to rectify the situation immediately if requested by staff or other residents.

1. Posting and Decorating
2. Doors

Posting or applying any item to either side of all entrance and room doors is prohibited

1. Windows

Nothing may be displayed or pasted on or in any window

1. Walls

Nothing may be applied to the walls in the apartments that can damage the paintwork in any way. Any pictures or notices to be posted within the apartments should be done on the soft noticeboards provided on the back of the desks, and should be fastened with the appropriate drawing pin products. Any poster put on any wall should be pasted with Prestik only. No hooks or nails of any nature are to be hung on any wall.

1. Posting

All postings in common areas must be approved by Management and must be submitted to the Management Office. Bulletin boards are provided in a few central locations throughout the building.

1. Alterations in Apartments

No changes may be made to any walls, cupboards, ceilings, window coverings, window panes or floors.

1. Common Areas

No posting of any sort may be made in any common area, nor may any alteration be made to any walls, cupboards, ceilings, window coverings, window panes or floors in these areas.

**8. Compulsory Quiet Times**

It is the responsibility of all students, jointly and individually, to maintain an atmosphere conducive to study and rest. The right of others to enjoy the privacy and quietness should be respected. Each resident shall be able to pursue their studies in peace and without causing a disturbance of any kind.

All students are required to follow the Quiet Hours and Courtesy Hours policies.

Quiet Hours are defined as:

**Sunday Night through to Friday Morning: 10pm to 7am**

**Friday Night and Saturday Night: Midnight to 7am**

A breach of the Quiet Hours Policy would be classified as any noise from any source which is audible from outside the room in which it is occurring. Courtesy Hours are applicable in various common areas throughout the building, and these are indicated via signs located in these areas. Students are required to adhere to these Courtesy Hours. During Exam time, a 24-hour compulsory Quiet Time will be enforced.

Further to the above, students are required to adhere to the following:

1. Playing of music or other sounds at unreasonable levels is strictly forbidden at all times
2. Television sets are not allowed in the rooms unless agreed with Management. The study atmosphere shall not be disturbed.
3. Radio and sound equipment shall not disturb the study atmosphere. No sound speaker(s) shall be displayed through and/or outside windows and doors of rooms in the corridors.
4. Any equipment with which a resident continues to disturb the study atmosphere may be confiscated or disciplinary measures may be taken. If confiscated, it will be returned to the resident concerned only at the end of the semester or when leaving for home during a weekend.
5. A 24-hour compulsory quiet time will be maintained during examination times.
6. Disciplinary proceedings shall be done by the Residence Committee in line with the disciplinary code of conduct and its provisions in terms of penalties (appendix).

**9. Alcohol and Drugs**

1. The building is a smoke-free zone. Smoking is strictly prohibited in all apartments and common areas, except those that may be specifically designated for this purpose, and clearly marked as such
2. The smoking of “Hubbly Bubbly” is strictly prohibited on the premises in its entirety.
3. No alcohol may be stored or consumed on the premises.
4. No illegal narcotics may be stored or used on the premises
5. No illegal narcotics may be purchased or sold on the premises by any student, or within a 1,500metre radius of the property.
6. Random searches may be conducted at any time by Respublica staff. These include personal searches (clothes, pockets, bags etc.) as well as apartment searches (cupboards, beds, bookshelves, kitchens etc.). Students are obliged to comply with these searches. Failure to do so will result in the student being deemed to have breached the rules with regard to alcohol and drugs and the necessary action will be taken.
7. Respublica reserve the right to involve South African Police Services (SAPS) in any drug search or spot-check referred to in Point E above.
8. **Any student in contravention of the Alcohol and Drugs policy will be liable for immediate expulsion.**

**10. Firearms and Fireworks**

* + - * 1. No firearms or dangerous weapons are allowed in the Residences.
				2. Under no circumstance shall a firearm be carried on any person, be displayed or fired or stored in the residence.
				3. Students are not allowed to possess or handle any dangerous weapon, explosive or fuel on any premises. Threats of or pretending that any firearm or any other dangerous weapon, explosive or fuel is being used, is prohibited. Any student making such a threat will be deemed to be in contravention of this rule.
				4. No fireworks or any other flammable substance, liquid, or explosive devices shall be kept on or detonated on the premises.
				5. Random searches may be conducted at any time by Respublica staff. These include personal searches (clothes, pockets, bags etc.) as well as apartment searches (cupboards, beds, bookshelves, kitchens etc.). Students are obliged to comply with these searches. Failure to do so will result in the student being deemed to have breached the rules with regard to Firearms and Fireworks and the necessary action will be taken.
				6. Respublica reserve the right to involve South African Police Services (SAPS) in any search or spot-check referred to in Point E above.
				7. **Any student in contravention of the Firearms and Fireworks policy will be liable for immediate expulsion.**

**11. Politics**

Although residents may each hold different opinions, which might lead to arguments amongst themselves, each resident is expected to treat all other residents and their view points with respect.

* + - 1. External political organizations/activities are strictly prohibited in the residence.
			2. Internal organizations such as soccer team, choir, etc. will only be allowed with prior permission and arrangement with the Residence Staff.
			3. External political speakers or meetings will not be allowed on the residence premises, unless carried out in accordance with Rule 13 below.

**12. Pets and Animals**

Residents are not allowed to bring or keep any pets or animals (or any living creatures) onto the premises at any time.

**13. Trading**

There shall be no form of trading of any service or product within or from the premises whatsoever.

**14. Speakers**

Where any student, or any visitor, wishes to address the student body, or a part thereof, permission shall first be obtained from the Residence Manager.

**15. Projects and Functions**

Permission shall be obtained from the Residence Manager before any fundraising or community or residence projects are initiated.

**16. Room Assignments**

* + - 1. Respublica does not make room assignments based on race, nationality, ethnicity, religion, sexual orientation or disability.
			2. Respulica assigns single or double bedrooms in apartments on an all-male or all-female basis
			3. Respulica building is fully co-ed, meaning that male and female students will reside on the same floors – but not in the same apartments.
			4. Students may advise Management if they have preference to share with a specific person. This request may be granted if practical, feasible, and considered appropriate by Management.
			5. Management are not obliged to make any changes to apartment allocations based on student preferences.

**17. Notice Boards**

Notice boards may be used by the Residence Assistants and the Residence Staff only. If a resident wishes to use a notice board, he/she must first obtain permission from the Chairperson of the Residence Committee or Residence Manager. Notices may not be posted up at any place other than the notice boards provided for this purpose.

**18. Illness and Medical Treatment**

* 1. Students must inform Management if he/she is confined to bed due to illness.
	2. Obtaining and taking chronic or other medication is the student’s own responsibility.
	3. Medical services are not available on residences all the medical treatment is the student’s own responsibility.
	4. Full details of doctors, hospitals, pharmacies and emergency services in the area are available at Security Reception.
	5. Communicable diseases must be reported to Management. Students must leave the residence immediately after being diagnosed, up until such a time he/she is medically fit to return.

**19. Maintenance Procedures and Reporting**

1. All maintenance issues should be reported in a maintenance book kept at Security Desk. These will be dealt with on a daily basis
2. Urgent maintenance required should be reported to security. Items deemed to be urgent are:
	* + - 1. Lack of water
				2. Lack of hot water
				3. Flooding or blocked drains
				4. Power failures
3. No student shall be permitted to attempt any repairs themselves. Any damage caused by such an attempt will be the responsibility of the student.
4. Students are accountable for any breakages or damages to their apartments or any of the furniture or appliances supplied, save for normal wear and tear.

**20. Complaints**

If any student is unhappy with a particular aspect of the Respublica living experience, they should discuss first with the Residence Assistants, then with the Residence Life Coordinator. If the issue/s still remain/s unresolved, the student should address or hardcopy letter (or email) to the Residence Manager explaining the issue of concern and progress to date. Any hardcopy letters for the Residence Manager may be left at security reception.

**21. Information Technology**

1. Respublica Internet Acceptable Usage Policy (AUP)

We provide residents and staff living within Respublica communities, with broadband and wireless access to the Internet from the secure log-in for personal study, social and leisure purposes. Such access is capped at 1-Gigabyte per student per month.

Broadband and Wireless internet services can be accessed by students either by means of the Respublica Computer Labs (if provided), alternatively through direct access computer connection points in single and shared rooms or generally as made available throughout the premises.

Notwithstanding the prohibited activities listed in 21b below, neither Respublica nor any of its agents or affiliates shall be responsible for the provision of any form of censorship or content filtering pertaining to the use of the provided broadband and wireless internet services by students. In this regard students are expected to exercise the requisite discretion and discipline in the use of the provided broadband and internet services in accordance with this cause 21.

1. Prohibited Activities

The following activities are prohibited under all circumstances:

* + - * 1. Unauthorised downloading and copying of music, videos, films, software and other copyrighted material;
				2. Distribution of pirated software or data;
				3. Posting, receiving and/or distributing any illegal, racist, sexist, defamatory, obscene, pornographic, abusive and threatening material;
				4. Displaying, archiving, storing, distributing, editing or recording any illegal material (for example indecent images of children) or any kind of sexually explicit image or documents;
				5. Gaining or attempting to gain unauthorised access to any computer systems for any purpose;
				6. Impairing or attempting to impair the operation of or access to any computer, program or data;
				7. Deliberately introducing or passing on any virus, worm, Trojan Horse or trapdoor program code.
				8. Downloading entertainment software or games or playing games against opponents over the Internet;
				9. Operating high bandwidth applications (for example video, audio 'tickers', news feeds) which exceed the standard 1 megabyte bandwidth we allocate to each user, unless you have purchased additional bandwidth in advance. We monitor your Internet usage and will notify you if you exceed your standard bandwidth allocation [on a regular basis].
				10. Many of these Prohibited Activities could result in legal action, a fine or a term of imprisonment or both. If you accidentally engage in a Prohibited Activity (e.g. connect to a site that contains sexually explicit or offensive material), you must cease the Prohibited Activity immediately (disconnect from the site) and report the breach to IT Support.
				11. If you download software you must arrange to have such software properly licensed and registered. Downloaded software must be used only under the terms of its licence.
				12. **Any student found contravening any of the prohibited activities may have his/her internet access and privileges in the building removed for the remainder of the academic year.**
1. Monitoring and Compliance

Whilst we do not monitor the content of any web space or content you may create when using the Internet Services (including postings on chat rooms, instant messaging, email, Newsgroup or other communications), we do operate systems to ensure compliance with this AUP and for security purposes.

These include network scanning and bandwidth usage Monitoring. We also co-operate with any reasonable request from law enforcement and regulatory agencies for records on an individual's Internet usage. Consequently, you should have no expectation of privacy in relation to your use of the Internet Services.

1. Breaches of AUP

If you do not comply with this AUP we may disable your access to the Internet Services. In the event of serious instances of abuse, we may also notify the police or relevant law enforcement agencies. You can report breaches of this AUP via the Helpdesk.

1. Security

To access the Internet Services you will need a user name and password. You are responsible for the security of your username or password and you should not disclose these to anyone.

**22. Gymnasium**

1. A gymnasium is located in “the basement”. Use of the equipment is at the students own risk and Respublica is not liable for any injury sustained whilst utilising these facilities.
2. Students are expected to leave the gym equipment in a clean and hygienic state after use.
3. Visitors are not allowed to use the gym equipment under any circumstances.

**23. Laundry**

1. The communal laundry room is located on the roof of the building and is accessible 24-hours, 7 days per week
2. Manual wash troughs are available at no charge.
3. Drying lines are available and students are required to provide their own drying pegs.
4. Respublica is not responsible for any damage or loss to or of any article of clothing whilst in the washing or drying process.

**24. Lost Keys**

Any student who breaks, damages or loses a key or lock will be responsible for full replacement thereof at their own expense.

**ANNEXURE “D”**

**SURETYSHIP OF PERSONS REFERRED TO IN CLAUSE II OF PART A OF THE ACCOMMODATION AGREEMENT:**

1. Each of us / I / we, the undersigned,

**[Insert surety/ies’ names]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

do hereby bind myself / ourselves as surety/ies for and co-principal debtor/s (*in solidum*)jointly and severally with

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“the Lodger”)

in favour of **the Owner**, its principal, successors or assigns for the due and punctual payment of all amounts as may presently be due and in the future may become due by the Lodger to the Owner arising out of or under the Accommodation Agreement entered into between the Lodger and the Owner to which this suretyship is marked Annexure D (“the agreement”).

1. Where more than one person binds itself as surety under this suretyship, each such surety shall be jointly and severally liable as surety and co-principal debtor with the Lodger to the Owner.
2. I/we acknowledge that the Owner may, in its discretion, without reference to me/us, enter into any arrangement, compromise or settlement or grant an extension to the Lodger or any surety, and may cede its claim or other rights against the Lodger or against me/us to any person of its choice.
3. I/we hereby waive the benefits of division, excussion and cession of action.
4. This suretyship shall be a continuing and covering security until such time as the agreement comes to an end and all the obligations owed by the Lodger to the Owner thereunder have been finally extinguished or discharged, subject to the provisions of clause below.
5. I/we choose the following physical address as my/our address for the service of all notices, communications and legal proceedings arising from this suretyship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Unless the context clearly indicates otherwise, terms defined in the Agreement shall bear the same meanings herein as those which were assigned to them in the Agreement.
7. I/We agree that a certificate under the hand of a financial manager of the Owner (either of whose appointment it will not be necessary to prove), certifying the indebtedness of the Lodger to the Lessor at that stage, (1) will be *prima facie* proof of the amount certified therein (true at face value); and (2) will be sufficient to enable the Lodger to obtain provisional sentence or summary judgment against me/us in any competent court.
8. Should there be any breach of the warranties contained in this suretyship, I/we will assume all liabilities which the Agreement purported to impose on the Lodger, those relevant provisions of the Agreement equally applying to me/us as adjusted for the context (*mutatis mutandis*).
9. I/We hereby undertake to pay the legal costs of any action which the Owner may institute against me/us in terms of this suretyship on a full indemnification basis, failing which, on an attorney and client scale, together with collection costs and commission.
10. No cancellation, variation or modification of this suretyship and no waiver of the Lodger’s rights hereunder will be binding on the Owner, unless reduced to writing and signed by the Owner.

12. I/We agree that each provision and clause of this suretyship is severable from the other and if any provision or clause is found to be defective or unenforceable for any reason the remaining provisions and clauses will be and continue to be of full force and effect.

|  |
| --- |
| **SURETY’S SIGNATURE:** \*For and on behalf of (\*Delete if not applicable) [**Insert Surety’s full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**](who represents and warrants that he or she has the power and capacity to do so and is duly authorised thereto) (signature confirms that content has been read and is understood) |
|  Surety’s Signature:……………………………………………….. | Place:……........................…………………… | Date:……………………………. |

|  |  |  |
| --- | --- | --- |
| Witness:…………………………………………….. | Place:……………………………… | Date:……………………. |
| I, [**Insert name of spouse if surety is married in community of property\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] hereby consent in writing to my spouse, [**Insert name of surety\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**], so binding himself or herself as surety |
| Surety’s Spouse’s Signature:………………………………………. | Place:…………………………. | Date:……………………. |
| Witness:…………………………………………….. | Place:……………………… | Date:……………………. |
| Agreed to and accepted the benefit hereof:……………………………………………… | Place:……………………… | Date:……………………...... |
| For and on behalf of:The Owner |  |  |
| Witness:……………………………….. | Place:………………………… | Date:……………………...... |