

# RULES AND REGULATIONS

*We want to create a happy home away from home. Tshwane Varsity Lodge is a student accommodation lodge with high standards and values where exemplary and good behavior, respect, consideration, care and adhering to laws and rules are regarded as high priorities. You are kindly requested to adhere to the following rules, which will ensure your safety, peace, quiet and an environment beneficial to successful study. The following House Rules are applicable to all the Occupants of Tshwane Varsity Lodge. Only the Management, in its sole discretion, will consider any exceptions to these Rules and Regulations.*

### 1. Important provisions in regard to accommodation

Accommodation is accepted and provided for:

Full academic year: 1 February 2019 to 30 November 2019 (10 months' occupancy)

All occupants must be registered as a full time Occupant at a recognized educational institution.

**Double rooms Phase 1: Two Occupants to occupy a double room**

**Single rooms Phase 2: Only one person may occupy a single room.**

### 1. Summary of Responsibilities of Occupants:

**Occupants staying at Tshwane Varsity Lodge shall:**

- Respect and comply with the rules and regulations of Tshwane Varsity Lodge
- Respect the individual rights of choice and opinion of their residence
- Report whatever irregular deeds by own or fellow Occupants in and around the residences
- Make use of facilities with responsibility and accountability in accordance with the rules and regulations of Varsity Lodge
- Abstain from all conduct which discredits Varsity Lodge Occupant Accommodation
- Not harbors any unauthorized persons in the residences.
- Not infringe rules in the residences; infringement of any rules by Occupants shall be subjected to disciplinary procedure.
- Not cook in the Occupant rooms except in the designated areas

### 2. Health and Illness

#### 2.4.1 Pregnancy

- Tshwane Varsity Lodge Student Accommodation does not have facilities for pregnant occupants, and therefore Tshwane Varsity Lodge cannot be held liable or responsible for any injuries or complications related to pregnancies of occupants in that condition. No infants or children can stay on Tshwane Varsity Lodge premises. An Occupant who is pregnant has two options:
- When she is 7 months pregnant, she can either cancel her agreement with written notice and move out or

- Move out when 7 months pregnant but continue to pay for the room and return after the birth. Please note no babies or children cannot stay on the premises.

#### **2.4.2 Illnesses and Medical conditions**

- If an occupant is suffering from a serious medical condition, it should be communicated to the Property Manager.

### **3. Occupant's Rooms:**

- The occupant's room is the property of the property owner of Tshwane Varsity Lodge (Pty) Ltd and shall not be damaged in any way.
- Occupants are not allowed to move rooms without the written consent of the Property manager and after signing a new residence and service agreement for the new room.
- All Tshwane Varsity Lodge furniture and equipment shall not be removed from any part of the accommodation without approval by the Property Manager
- Please note that there are induction stoves – If you bring your own pots and pans it must have a base! Normal heat pots or any other pot without a base will not work.
- No occupant shall tamper with electrical wire ring or fittings
- Tshwane Varsity Lodge reserves the right to inspect rooms as stipulated in the agreement
- Occupants shall not do any alterations to the room or electrical equipment in the accommodation
- Occupants take full responsibility for their rooms.
- Occupants must clean and tidy their own bedrooms.
- No Nails or sharp objects may be hammered into the walls.
- Each occupant is fully responsible for the condition of his/her room.
- No sharing of bedrooms will be allowed.
- **Only 1 occupant per single room will be allowed in Phase 2**
- **Only 2 occupants per double room will be allowed in Phase 1**
- No toasters, kettles or microwaves are allowed in the bedrooms.
- Management has the right to inspect the rooms at any time prior to 24 Hours' notice.
- Maintenance reserves the right to do suitable and/or necessary maintenance and repair work by appointment.

### **4. Maintenance**

- Any maintenance problems in a room or unit must be reported to the office immediately.
- Upon arrival an incoming inspection list will be in every Occupant's welcome/arrival folder. All documents needs to be completed and submitted within 48 hours in order to load your finger prints on the biometric finger print system for access control.

### **5. Damages**

- Damage caused by the occupant will be repaired by the maintenance of the company at the Occupant's expense.
- Should the identity of the guilty occupant in sharing units not be determined, the cost will be split amongst the Occupants occupying that specific unit.

**6. Holidays during the Academic Year**

- Occupants do not have to vacate their rooms during holidays during the year unless notice is given that the residence must be vacated due to an emergency.
- A storage fee will be payable as indicated per curricular later in the year if qualified for the following year and to store belongings.
- All electrical appliances and fridges must be switched off before going on holiday.

**7. Vacating a room at the end of the contract**

- An outgoing inspection will take place to establish any damages.
- All keys needs to be handed in upon departure
- Any damages, lost keys will be deducted from the Occupant's deposit.

**8. Furniture**

- Furniture or any appliances belonging to Tshwane Varsity Lodge may not be exchanged or moved from one room to another.
- Any damages to furniture should be reported to the office immediately.

**9. Visitors**

- Occupants are responsible for the conduct and safety of their visitors at all times.
- Visitors MUST sign in and out at all times with Security – failure to comply will result in a fine.
- **No Occupant may have more than 3 visitors.**
- No visitors are allowed to remain in the building or on the premises without the Occupant being present.
- Occupants will be fully responsible and financially liable for any damages caused by your visitors.
- Day visitors have access to the building and premises from 08h00 - 22h00 only.
- Visitors shall not bring along with them dangerous weapons in the Occupant halls of residence.
- Visitors will not be allowed to park cars at random but only at places designated for visitors parking.

**10. Alcohol and Substance Abuse**

- NO smoking of anything other than a normal cigarette containing nicotine will be allowed!
- Smoking of normal cigarettes is only allowed outside the building.
- No Vapes, Liquids, Rolled cigarettes/and or any other form of smoking including hubbly bubbly and/or cannabis will be allowed on the premises
- No alcohol or any form of legal/illegal substances are allowed on the premises.
- Intoxication or abuse will not be tolerated and would result in cancellation of your contract and immediate eviction. The University of Johannesburg will also be informed immediately.

**Should a Tenant enter the premises intoxicated he/she will NOT disturb the peace of any of the other students. No aggressive behavior, loud shouting, loud music or any form of abusive language will be tolerated towards any fellow tenant, employee, security, manager and/or any other person on the premises. Warnings will be issued and the University will be informed. No Exceptions!**

**11. Dangerous Weapons and/or Fire Arms**

- No weapons or fire arms will be allowed on the property any time.
- Bringing, or attempting to bring onto, the premises of Varsity Lodge or any premises managed by or controlled by Varsity Lodge, or have in his or her possession or control, or supply predispose of, to any other person within the premises of Varsity Lodge or premises managed or controlled by Varsity Lodge, or attempting to do so, a fire-arm of any kind or any other dangerous weapon or object that is ordinarily used or could be used for the infliction of bodily harm, explosive or fuel, or the pretense that such weapon, explosive or fuel will be used on any premises of Varsity Lodge or aiming any fire-arm at any person or threatening to use any fire-arm or any other dangerous weapon or explosive device as well as refusal to forthwith hand it over to a person with the South African Police Services (SAPS).

**12. Noise**

- Occupants & Visitors will conduct themselves in such a manner not to be a nuisance to any occupant or neighbor.
- No noise will be allowed between the hours of 22h00 and 08h00 daily.
- Radios or any other instruments associated with music, and televisions may not be used in such a manner to annoy or disturb any other occupant or the surrounding neighborhood.
- Occupants must control and manage their visitors to avoid any nuisance or disturbance to other occupants and the surroundings.

**13. Pets**

- No pets are allowed in bedrooms, units or on the premises.

**14. Units General**

- Do not leave taps open, close after use.
- Leaking taps and running toilets needs to be reported immediately
- Please remove all plugs from basins after use.
- No foreign objects may be flushed down the toilet.
- Windows should be closed when you leave your unit.
- No foreign objects, parcels, food, cigarette buds, bottles, cans, stones or similar items to be thrown out the windows or from balconies failure to adhere will result in an R500.00 fine.
- No dirt or rubbish may be swept out of doors onto the dump rocks, gardens or passages.
- Use black dustbins provided for rubbish outside.
- No electrical appliances should be left on. Unnecessary electrical consumption will be collected from the occupant.
- Please keep your doors locked at all times.
- Please do not distribute your key to other Occupants, visitors, friends or family.
- Please report any signs of bedbugs, cockroaches, ants, pests etc. to management.
- Management does not take responsibility for any loss or damage of your property.
- Management reserves the right to transfer occupants to other rooms when necessary.
- NO CLEANER may wash Occupant dishes at any times. Cleaners clean only the common areas (living area and bathrooms) on a daily basis.

- Occupants are fully responsible for washing their own dishes. The Property Manager may confiscate dirty dishes if the occupant does not comply with this rule and a penalty fee may be charged to release the dishes to the occupant. Dirty dishes create unhygienic and unhealthy living conditions.
- Cleaners may not clean bedrooms (sharing and/or single rooms) at any time.
- Common areas are collective responsibility; we rely on the full co-operation of all the Occupants at any given time.
- Occupants shall not hang or place anything (including but not limited to washing) on the inside or outside of the Room or the Building that is visually unattractive when viewed from the Premises or from the street.
- Occupants will not be allowed to hang clothes to dry other than on the washing line provided on the premises.

#### **15. Laundry**

- No clothes may be washed and/or ironed inside units and hang to dry in public areas, common areas, balconies.
- Please use the laundry provided for washing of clothes.
- No hand washed laundry should be thrown in tumble dryers at any time.
- Please remove your washing from lines and dryers as soon as it's done.
- Please keep the laundry area neat and tidy at all times.
- No Occupants are allowed to wash visitors' or family member's laundry on site.

#### **16. Premises General**

- Occupants must not interfere with the reasonable peace, comfort and privacy of other Occupants.
- No Occupant or visitor are allowed to tamper with vehicles, electrical boxes, fire extinguishers, windows, taps, fire hydrants, fire hose reels, gate motors, DVR enclosures.
- If the Emergency Equipment is used for any other purpose the Occupant will be liable for the full replacement cost and any call out fees connected thereto.
- Gardens are there for enjoyment no damaging of plants, trees, lawns and hedges.
- No meetings or gathering of any nature will take place on the premises unless prior written consent has been obtained from the Management.
- Should a Occupant wish to give something to a staff member or security guard a letter should be written and handed in at the office.
- Garbage will be collected daily excluding Sundays, Public Holidays. Excluding weekends.
- If an Occupant wants to park his/her vehicle inside the premises, a parking application needs to be completed and a copy of the car license as well as driver's license needs to accompany the application form.
- Occupant shall ensure their vehicles and the vehicles of their visitors do not drip oil or brake fluid on to the common property.
- Vehicles may only be parked in the allocated parking bays. If a vehicle is parked in the wrong place the wheels will be clamped and there will be an R250 penalty fee applicable to remove the clamp. The penalty fee will be payable on demand.
- No Occupant shall be permitted to dismantle or effect any major repairs to any vehicle on the common property.
- Vehicles may not travel in excess of 5km/h on any portion of the common property.

- Any vehicle parked unlawfully or standing or apparently abandoned on the common property may be towed away at the expense of the owner. Use of the parking area is on own risk. Varsity Lodge will not be liable by virtue of the theft or damage to vehicles parked on the property or for the injury or death of or loss of property of anyone on the property.
- Insurance of vehicles, motorcycles and bicycles are the owners' responsibility and must be locked at all times.
- Vehicles may not be washed anywhere on the property.
- Occupants are responsible for the cleanliness of their rooms
- Varsity Lodge is not responsible for any medical costs resulting from any injury or illness of an occupant.
- An occupant who has a complaint against any Varsity Lodge staff member may lodge it with the Property Manager or lodge a complaint on the website contact us page.

#### **17. Vandalism**

- Vandalism is a serious offence, and if committed, it must be reported to the Property Manager immediately
- The Occupational Health and Safety regulations shall be observe at all times if to have equipment such as fire extinguishers, alarms, turnstile gates etc, are found tampered with, this shall be considered as vandalism
- Occupants shall report breakages to the Property Manager.
- An investigation will be conducted and the perpetrators shall be brought to book through a disciplinary process.

#### **18 Squatting**

- Occupants who are caught/found to have accommodated unauthorized persons will be called for disciplinary process and rental for those unauthorized persons will be charged per night that they have stayed on the premises without sleepover slips or permission.
- Any unauthorized persons found in the residences after visiting hours shall be regarded as trespassers and may be prosecuted

#### **19. Trade and Selling**

- Any form of trading and selling is not allowed on the premises of Varsity Lodge
- Occupants shall not sell or distribute any intoxicating beverages or any drug dependence producing substance
- Occupants shall not use Varsity Lodge for commercial or business purpose.

#### **20. Entertainment Area**

- Any braai or gathering at the entertainment area should be booked in advanced with the Property Manager.
- An indemnity form must be completed and any outside visitors should be listed.
- Security has the right to stop any disruptive parties.
- Braai areas should be clean and neat after use.
- Tampering with any of the entertainment area equipment and/or furniture will result in a fine.
- No parties/social gatherings shall be allowed during examination time.

## 21. Behavior

- Occupants should be dressed properly and decently when appearing in entertainment area, office, laundry or in any common areas.
- No one may walk around with towels wrapped around them and wearing pajamas.
- No person is allowed to walk around naked and/or semi-naked in communal areas or any area where other persons walking by can see them.
- At no time are Occupants permitted to become abusive (verbally or physically) towards any other occupant, cleaner security or staff of Varsity Lodge in order to resolve disputes.
- No fighting, swearing or disruptive behavior will be tolerated.
- Occupants must respect the cultural differences of other Occupants.
- No Occupant is allowed to be dressed inappropriately in communal areas – you are not allowed to walk naked in your unit's common area.

## 22. Security

- Security guards are there for the occupants' safety and security.
- They are on duty 24/7 and should be respected at all times.
- Security may not enter Occupants units at any time.
- Security has the right to remove individuals if they are causing any upheaval or disturbance and inform the Property Manager and Head of Security.
- Security has the right to ask Occupants to behave and turn music down.
- Security has the right to search any Occupant or guest vehicle at any time.
- Occupants will be responsible and ensure that:
  - a) Vehicle gates are closed before driving off.
  - b) Doors to buildings are closed and locked before leaving the building.
  - c) Report lost/stolen keys to the Property Manager and pay for any costs related to the replacement immediately of than incident.
  - d) They do not open the pedestrian gate or any other access point for any unknown person at any time.
  - e) Bedrooms are locked at all times.
  - f) Close windows when leaving the unit.

## 23. Smoking

- **No smoking of cigarettes or any other form of smoking (including vapours, marijuana/cannabis whether legal or illegal, etc.) will be allowed in the rooms, units or on the premises.** Smoking of normal cigarettes is only permitted in the outside areas where wall ashtrays are provided.
- Burning candles, oil burners, incense burners, bar/oil heaters and hubbly bubbly prohibited at all times. Or any type of heater.

## 24. Lost Keys

- Lost keys must be reported at the office immediately.
- A fee of **R50.00 per key** will be payable to replace your key should you report it within office hours.
- Lost keys after hours should be reported to the Property Manager and a R300.00 call out fee will apply.
- Exchanging or giving a key to any other person by occupants shall not be allowed.

**25. Vehicles**

- Occupants may only park in parking bays, no parking is allowed on any other area on the property.
- Occupants must ensure their vehicle's do not spill oil or brake fluid as the cleaning thereof will be for the Occupants account.
- Occupants Park on the Premises at own risk. Varsity Lodge will not be held liable for any loss or damage to any vehicles on the premises.
- Visitors may only park in allocated bays appointed by security

**26. Bicycles**

- Bicycles may only be stored in the bicycle storage areas and are not allowed in any communal area of units.
- Bicycles must be locked and secured at all times.

**27. Refuse Disposal**

- Refuse must be disposed of in the allocated municipal bins in the dustbin rooms provided.
- Refuse includes waste, cigarette buds, left overs and bottles.
- No refuse may be thrown out of the room or building windows.
- Cleaning Ladies will remove refuse from the communal dustbins on a daily basis excluding Sundays and Public Holidays.

**28. Reporting of any fault and/or transgressions of these rules.**

- Occupants can anonymously report any fault and/or a transgression of these rules, in writing to the office or in case of an emergency telephonically.

**29. Penalties for transgression of these rules**

On receipt of any complaints from other Occupants or complaints lodged by the Property Manager against the Occupant, Varsity Lodge will investigate such complaints and should it be valid he will in sole discretion in respect of:

- 29.1 A first Complaint be entitled but not obliged to impose a fine of at least R500.00 against the Occupant and charge such fine to the occupant's monthly account.
- 29.2 A Second Complaint be entitled but not obliged to impose a fine of at least R500.00 against the Occupant and charge such fine to the occupant's monthly account as well as a final written warning.
- 29.3 A Third complaint be entitled but not obliged to terminate the service and Residence Agreement of the Occupant and/or to take such legal steps as he deems fit. If Varsity Lodge in his sole discretion is of the opinion that any transgression of the House Rules is of such a serious nature that it constitutes a breach of the Agreement, Varsity Lodge is entitled to take such steps required in order to cancel the Agreement without any previous complaints having been lodged and or fines having been levied against the Occupant. If, at the Termination date of the Agreement any amounts/fines/additional fees are still due and unpaid by the occupant, Varsity Lodge will be entitled to deduct such amounts due from the Deposit of the Occupant, prior to refunding any balance thereof to the Occupant.

**30. Indemnity**

- TVL Varsity Lodge is not liable for any loss or damage to any fire or invisible property by Occupants, their visitors or any other person.

**31. General Information**

The Property Manager will be at the Office site during the following hours.

Monday – Friday 08h00 – 16h00

Saturdays 08h00 – 12h00