

**JJP VARSITY LODGE (PTY) LTD (Varsity Lodges)****RULES AND REGULATIONS**

All occupants must be registered as a student at an approved Tertiary Institution

**1. Rooms:****1.1 General**

- a) The occupant's room is the property of Varsity Lodges and shall not be damaged in any way.
- b) Occupants are not allowed to exchange rooms allocated to them without the written consent of the Property manager.
- c) Upon arrival an incoming inspection list will be in every Occupant's folder. All documents need to be completed and submitted within 48 hours to load your fingerprints on the biometric for access control.
- d) No furniture or equipment shall be removed from any part of the accommodation without prior written approval by the Property Manager.
- e) Electrical wiring and / or fittings shall not be tampered with.
- f) Varsity Lodge reserves the right to inspect rooms at any time, as stipulated in the agreement.
- g) Occupants shall not do any alterations to the room; no nails or sharp objects may be hammered into the walls.
- h) Occupants must clean and tidy their own bedrooms.
- i) Only cook in areas designated as kitchens and not in the room.
- j) No toasters, kettles, heaters, electric blankets or microwaves are allowed in the bedrooms.
- k) Only one person may occupy a single room and only two people may occupy a double/sharing room.
- l) Lost keys must be reported at the office immediately, a fee of R50.00 per key will be payable to replace your key.
- m) Lost keys after hours should be reported to the Property Manager / maintenance manager and a R300.00 call out fee will apply.
- n) Exchanging or giving a key to any other person by occupants shall not be allowed.
- o) Dry wipe the microwave immediately after use, make sure its completely dry after use.
- p) Burning candles, oil burners, incense burners, bar/oil heaters and hubbly bubbly are always prohibited / at all times.
- q) No babies or children are allowed to stay on the premises.

**1.2 Subletting**

- a) The Tenant shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises.

**1.3 Recess periods during the academic year**

- a) Occupants do not have to vacate their rooms during recess periods unless notice is given that the residence must be vacated.
- b) A storage fee will be payable if an occupant wants to store belongings between two academic years.
- c) All electrical appliances and fridges must be switched off before leaving for recess or any extended periods.
- d) No food should be left in fridges when leaving for extended periods.

**1.4 Vacating a room at the end of the agreement**

- a) An outgoing inspection will take place to establish any damages.
- b) All keys need to be handed in at the office upon departure.
- c) Any damages or lost keys will be deducted from the Occupant's deposit.

**1.5 Visitors**

- a) Occupants are responsible for the conduct and safety of their visitors at all times.
- b) Visitors must always sign in and out with Security, failure to comply will result in a fine for the occupant.
- c) No Occupant may have more than 3 visitors at a time.



- d) No visitors are allowed to remain in the building or on the premises without the Occupant being present.
- e) Occupants will be fully responsible and financially liable for any damages caused by their visitors.
- f) Visitors have access to the building and premises from 10h00 - 19h00 only.
- g) Visitors are not allowed to have any weapons.
- h) Visitors may only park cars in designated visitor parking areas.
- i) The Company reserves the right to escort any visitor causing problems/misbehaving off the premises. All rules that apply to occupants applies to visitors when on the premises.

#### 1.6 Unlawful occupants

- a) 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 permission.
- b) Any unauthorized persons found in the residences after visiting hours shall be regarded as trespassers and will be prosecuted.

#### 1.7 Sleepovers

- a) Occupants are allowed to have visitors staying over but such stay overs are subject to the following guidelines
  - The Occupant must record the sleepover at the office of the Property Manager 2 (TWO) days prior to the sleepover.
  - No opposite gender sleepovers will be allowed.
  - The Occupant will receive a sleepover slip from the Property Manager with the details of the guest staying over and must present this slip to the security upon the arrival of the guest.
  - The Occupant must sign all visitors in and out at the security points available.
  - No visitor may sleep in the common area of a Unit for any reason.
  - Occupants who are caught/found to have accommodated unauthorized persons will be called for disciplinary process and a fine of R250 (TWO HUNDRED AND FIFTY RAND) for those unauthorized persons will be charged per visitor per night that they have stayed on the premises without permission. This amount will be charged to the Tenant / Occupant's account accordingly and payable with the current month's Service and Residence Fee as per the invoice/statement.
- b) More detail will be outlined in the welcome pack.

### 2. Behaviour

- 2.1 Harassment or bullying will not be tolerated in any form, including through use of social media.
- 2.2 Occupants should be dressed properly and decently when appearing in entertainment area, office, laundry or in any common areas.
- 2.3 No one may walk around with towels wrapped around them.
- 2.4 No person is allowed to walk around naked and/or semi-naked in any communal area or any area where other people walking by can see them.
- 2.5 At no time are Occupants permitted to become abusive (verbally or physically) towards any other occupant, cleaner, security or staff member of Varsity Lodge.
- 2.6 No fighting, swearing or disruptive behaviours will be tolerated.
- 2.7 Occupants must respect the cultural differences of other Occupants.

### 3. Maintenance

- 3.1 Maintenance reserves the right to do necessary maintenance and repair work by appointment.
- 3.2 Any maintenance problems in a room or unit must be reported to the office immediately.
- 3.3 Damage caused by the occupant will be repaired by the maintenance team at the occupant's expense. Should the identity of the guilty occupant in shared units not be determined, the cost will be split amongst all occupants occupying that unit.
- 3.4 Any damage including to furniture should be reported to the office immediately.
- 3.5 Fumigation teams must be allowed into rooms to do fumigation from time to time.

### 4. Health and Illness

- 4.1 Varsity Lodge is not responsible for any medical costs resulting from any injury or illness of an occupant.



- 4.2 If an occupant is suffering from a serious medical condition, it should be communicated to the Property Manager.
- 4.3 When pregnant please notify management.

**5. Alcohol, Smoking and Substance Use & Abuse**

- 5.1 No smoking of cigarettes or any other form of smoking will be allowed in the rooms or units.
- 5.2 Smoking is only permitted in the designated smoking areas. a warning and R500 Fine will be issued.
- 5.3 No alcohol or any form of illegal substances are allowed on the premises.
- 5.4 Intoxication or abuse will not be tolerated and would result in cancellation of your contract and immediate eviction. The University will also be informed immediately.
- 5.5 No vaping, hubbly bubbly of illegal substances allowed.
- 5.6 Alcohol, drugs, and other illegal substances will be confiscated and destroyed.
- 5.7 Should a Tenant enter the premises intoxicated he/she will NOT disturb the peace of any of the other students. No aggressive behaviour, 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.

**6. Dangerous Weapons and/or Firearms**

- 6.1 No weapons or firearms will be allowed on the property at any time.
- 6.2 No dangerous objects or explosives will be allowed on the property at any time.
- 6.3 No traditional weapons or any homemade weapons will be allowed on the property at any time.

**7. Noise**

- 7.1 Occupants & Visitors will conduct themselves in such a manner not to be a nuisance to any occupant or neighbour.
- 7.2 No noise will be allowed between the hours of 22h00 and 08h00 daily.
- 7.3 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 neighbourhood at any time.

**8. Pets**

Pets are not allowed on the premises.

**9. Units**

- 9.1 Do not leave taps open, close after use.
- 9.2 Leaking taps and running toilets needs to be reported immediately
- 9.3 Please remove all plugs from basins after use.
- 9.4 No foreign objects may be flushed down the toilet.
- 9.5 Windows should be closed when you leave your unit.
- 9.6 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 a R500.00 fine.
- 9.7 No dirt or rubbish may be swept out of doors onto the dump rocks, gardens, or passages.
- 9.8 Use designated dustbins / black bags provided for waste.
- 9.9 No electrical appliances should be left on. Unnecessary electrical consumption will be charged to the occupant.
- 9.10 Always keep your doors locked when you are sleeping or out.
- 9.11 Do not distribute your key to other Occupants, visitors, friends, or family.
- 9.12 Report any signs of bedbugs, cockroaches, ants, pests etc. to management.
- 9.13 Management does not take responsibility for any loss or damage of any personal belongings.
- 9.14 Management reserves the right to transfer occupants to other rooms when necessary.
- 9.15 Cleaners may not be asked to wash Occupant dishes at any time. Cleaners clean only the common areas.
- 9.16 Occupants are fully responsible for washing their own dishes. Dirty dishes will be confiscated and a penalty will imposed.
- 9.17 Cleaners may not clean bedrooms.
- 9.18 Common areas are the collective responsibility of all occupants;
- 9.19 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.



- 9.20 Occupants will not be allowed to hang clothes to dry other than on the washing lines provided on the premises.

## 10. Premises

### 10.1 General

- a) Occupants must not interfere with the reasonable peace, comfort, and privacy of other Occupants.
- b) Occupants or visitor are not allowed to tamper with vehicles, electrical boxes, fire extinguishers, windows, taps, fire hydrants, fire hose reels, gate motors, DVR enclosures or CCTV Cameras.
- c) If the Emergency Equipment ie fire extinguishers, is used for any other purpose, the Occupant will be liable for the full replacement cost and any call out fees connected thereto.
- d) Gardens are there for enjoyment no damaging of plants, trees, lawns, and hedges.
- e) No meetings or gatherings of any nature will take place on the premises unless prior written consent has been obtained from the Management.
- f) Should an Occupant wish to donate something to a staff member or security guard a letter should be written and handed in at the office.
- g) Refuse will be collected daily excluding Sundays and Public Holidays.
- h) An occupant who has a complaint against any Varsity Lodge staff member may lodge it with the Property Manager or on the website Contact Us page.

### 10.2 Vandalism

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

### 10.3 Vehicles

- a) 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.
- b) Occupant shall ensure their vehicles and the vehicles of their visitors do not drip oil or brake fluid on to the common property.
- c) 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.
- d) Occupant shall be not be permitted to dismantle or effect any repairs to any vehicle on the common property.
- e) Vehicles may not travel more than 10km/h on any portion of the common property.
- f) Any vehicle parked unlawfully or standing or apparently abandoned on the common property, may be towed away at the expense of the owner.
- g) Use of the parking area is at own risk.
- h) Insurance of vehicles, motorcycles and bicycles are the owners' responsibility and must always be locked.
- i) Vehicles may not be washed anywhere on the property.

### 10.4 Bicycles

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

### 10.5 Laundry

- a) Clothes may not be washed and/or ironed inside units and may not be hung to dry in public areas, common areas or balconies.
- b) Laundries to be used for washing of clothes.
- c) Tumble dryers may not be used for hand washed laundry.



- d) Remove washing from lines and dryers as soon as it's done.
- e) Keep laundry area neat and tidy.
- f) Occupants are not allowed to wash visitors' or family member's laundry on site.
- g) Only auto washing powder are allowed in washing machines. Do not use hand wash soap in the washing machines.
- h) Do not overload the machines. Anything other than clothes are not allowed to be washed in the washing machines nor dry in the dryers ie shoes.
- i) Occupants are responsible for their own laundry. Varsity Lodges will not be held responsible for missing items.

#### 10.6 Entertainment Area

- a) Any gathering or activities at the entertainment area should be booked in advanced with the Property Manager.
- b) An indemnity form must be completed, and any outside visitors should be listed.
- c) Security has the right to stop any disruptive parties.
- d) Braai areas should be clean and neat after use.
- e) Tampering with any of the entertainment area equipment and/or furniture will result in a fine / disciplinary process.
- f) Parties/social gatherings shall not be allowed during examination time.

#### 11. Trade and Selling

- a) No form of trading or selling is allowed on the premises of Varsity Lodge
- b) Occupants shall not use Varsity Lodge premises for business purposes

#### 12. Security

- 12.1 Security guards are there for the occupants' safety and security.
- 12.2 Security guards should be respected at all times.
- 12.3 The Occupant has the right to privacy, during the lease period, and the Property Owner may only exercise its right of inspection in a reasonable manner (24 hours) after reasonable notice to the Occupant. However should there be an emergency the Property owner and / or its representative may enter any room after attempting to make contact with the occupant. Should the Property Owner suspect any form of criminal and illegal behavior or activities, the Property Owner together with security, has the right to inspect the room without notice.
- 12.4 Security has the right to remove individuals if they are causing any disturbance and inform the Property Manager and Head of Security.
- 12.5 Security has the right to ask Occupants to behave and turn music down.
- 12.6 Security has the right to search any Occupant or guest and any container carried by them, at any time.
- 12.7 Security has the right to search any vehicle at any time.
- 12.8 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.
  - d) Pedestrian gates are not allowed to be open for any unauthorised person at any time.
  - e) Bedrooms must be lock at all times.
  - f) Close windows when leaving the unit.

#### 13. Reporting of transgression of these rules

Occupants can anonymously report any transgression of these rules in writing to the office or telephonically in case of an emergency.

#### 14. Consequences 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:



- 14.1 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.
- 14.2 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.
- 14.3 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 it 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.

## 15. Indemnity

The Property Owner and its agent shall not be held liable or be responsible for:

- 15.1 any interruption in any service supplied to the premises.
- 15.2 any unsuitability of the premises for the purposes for which they are let.
- 15.3 any disrepair of the premises, or a portion thereof, from time to time.
- 15.4 any loss or damage to any visible and / or invisible property of occupants, their visitors or any other person.

The Tenant/Occupant indemnifies Varsity Lodges against all claims arising from the above.

## 16. Office Hours

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

Monday – Friday 08h00 – 16h00

Saturdays 08h00 – 12h00