

21. TERMS AND CONDITIONS

- 21.1. By accepting the Agreement online, the Resident confirms that the Terms and Conditions as set out in **Annexure A: Terms and Conditions** of this Agreement, will be included in the Agreement by reference and be binding on the Resident.

22. DEFINITIONS

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

- 22.1. **"Administration Fee"** – means the administration fee payable as per **Annexure B: Rate Charge Sheet**;
- 22.2. **"the/this Agreement"** – this Rental Agreement, including all annexures, schedules or addendums hereto (including the Terms and Conditions as set out in **Annexure A: Terms and Conditions**);
- 22.3. **"Business Day"** – a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 22.4. **"Check-in Date"** – 1 February every year, or as determined and indicated by VVMC from time to time;
- 22.5. **"Check-out Date"** – 30 November every year, or as determined and indicated by VVMC from time to time, as to when the right to occupy the room will come to an end. **NOT HANDING IN YOUR KEYS MEANS THIS AGREEMENT WILL NOT END ON 31 DECEMBER AND YOU WILL BE CHARGED THE NORMAL RATES FOR YOUR ROOM AFTER 30 NOVEMBER**;
- 22.6. **"Communal Areas"** – in relation to the Premises, all areas and facilities at the Premises, provided by VVMC for the common or joint use and benefit of all the residents;
- 22.7. **"Deposit"** – means the deposit payable as per **Annexure B: Rate Charge Sheet**;
- 22.8. **"House Rules"** – the house rules set out in **Annexure E: House Rules**;
- 22.9. **"Law"** – means any and all legislation (including regulations, precedents and common law) of South Africa which is binding upon the Parties or any of them;
- 22.10. **"Parties"** – VVMC and the Resident and **"Party"** – either one of the Parties, as the context may determine;
- 22.11. **"Premises"** – the premises include the entire Erf, the Room and Communal Areas. The Type of Room / Room is elected by the Resident / allocated by VVMC at which the Room and Services are required;
- 22.12. **"the Resident"** – the resident who utilizes the Services of VVMC at the Premises elected by the Resident / allocated by VVMC. It also means student and or occupant;
- 22.13. **"the Room"** – the room situated in the Premises provided by VVMC, the occupation of which is included in the Services provided by VVMC to the Resident;
- 22.14. **"Services"** – the services to be provided by VVMC to the Resident in accordance with the terms of this Agreement, which includes the occupation of the Room;
- 22.15. **"Signature Date"** – the date on which this Agreement is accepted by the Parties electronically and by reference, the Terms and Conditions incorporated therein, on the Student Portal;
- 22.16. **"Rental Amount"** – means the services and rental fees payable as per **Annexure B: Rate Charge Sheet**;
- 22.17. **"Surety"** – means the person who binds himself/herself as surety and co-principal debtor jointly and severally with the Resident, towards and in favour of VVMC, for the due and punctual performance by the Resident of all of the Resident's duties, liabilities and obligations under and in terms of this Agreement;

- 22.18. **"Transportation Indemnity Form"** – means the transportation Indemnity form set out in Annexure F: **Transportation Indemnity Form**;
- 22.19. **"VVMC"** – VVMC Proprietary Limited, Registration Number 2017/385339/07;
- 22.20. **"Your Stay"** – commences on the Check in Date and ends on the Check-out Date as indicated in 22.4 & 22.5 above or as determined by VVMC from time to time, except if cancellation occurs in accordance with the provisions of this Agreement;
- 22.21. **"Zero Tolerance Rule"** – the zero tolerance rules as set out in the House Rules annexed as Annexure E: **House Rules**, the breach of which enables VVMC to immediately cancel the Rental Agreement upon which the Resident must vacate the Room and the Premises.
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ANNEXURE A: TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Parties have agreed to record their agreement in writing.
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2. DEFINITIONS

- 2.1. In this Agreement, unless inconsistent with the context, clause headings are for convenience and shall not be used in its interpretation.
- 2.2. In addition to the definitions in clause 22 above, unless the context requires otherwise -
- 2.2.1. the singular shall include the plural and vice versa, a reference to any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa;
- 2.2.2. references to a statutory provision include that provision as from time to time modified or re-enacted;
- 2.2.3. references to an enactment includes that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 2.2.4. if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 2.2.5. the rule of construction that provisions are to be construed against the party drafting an agreement or part of an agreement or on whose behalf an agreement or part of an agreement was drafted shall not apply to this Agreement;
- 2.2.6. expressions defined in this Agreement shall bear the same meanings in the annexures to this Agreement which do not themselves contain their own definitions;
- 2.2.7. when any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a day other than a Business Day, in which case the last day shall be the next succeeding Business Day;
- 2.2.8. whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date which is a Business Day;
- 2.2.9. any annexure to this Agreement shall form part of this Agreement;
- 2.2.10. where any term is defined within a particular clause, other than the definitions and interpretation clause, that term shall bear the meaning assigned to it in that clause wherever it is used in this Agreement;
- 2.2.11. any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 2.2.12. the use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *ejusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example;

2.2.13. The termination of this Agreement for any reason shall not affect those provisions of this Agreement which expressly provide that they will operate after any termination or which of necessity must continue to have effect after termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

3. GENERAL

3.1. No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available in Law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at Law or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

4. COST

4.1. Each Party shall bear its own cost and expenses incurred by it to its attorneys and other professional advisers for the preparation, negotiation and signing of this Agreement.

4.2. In the event of VVMC instructing its attorneys to take measures for the enforcement of any VVMC's rights under this Agreement, the Resident shall pay to VVMC such collection charges and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to VVMC, on demand made therefore by VVMC.

5. NEW LAWS AND INABILITY TO PERFORM

5.1. If any Law comes into operation subsequent to the Signature Date which Law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such Law.

5.2. If either Party is prevented from performing any of its obligations in terms of this Agreement as a result of any existing or new Law or as a result of any event beyond its reasonable control whether or not foreseeable, including general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot or insurrection, it shall not be liable for any failure to perform its obligations under this Agreement while such event persists.

6. VVMC CESSION AND DELEGATION

6.1. In the event of disposal by VVMC of the business providing the Services to any third party, VVMC shall be entitled, on notice to the Resident, to cede all or any of its rights under this Agreement either out and out or as security and to delegate all or any of its obligations under this Agreement to any other Person or Persons, and the Resident hereby irrevocably consents thereto. On such cession taking place, the Resident shall, if so required by any cessionary, make all payments directly to such cessionary.

6.2. Nothing herein contained shall preclude VVMC from ceding its rights and delegating its obligations in terms of this Agreement to a third party, if such cession and delegation is in pursuance of or in connection with a restructuring, reorganization or amalgamation of VVMC, its holding and/or associate entities, subject always that VVMC shall in such event remain liable for the obligations imposed upon it in terms of this Agreement.

7. OPERATION

7.1. The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

- 7.2. if the operation of this Agreement is suspensive or conditional upon the happening of any event and if any obligation or restriction imposed on the Parties or any of them is clearly intended to be implemented and given effect to notwithstanding the fact that this Agreement in its entirety may at that time not yet be unconditional, then the relevant obligation or restriction shall nevertheless apply and be given effect to, and the relevant provisions shall create binding obligations on the Parties.
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8. INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that -

- 8.1. it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 8.2. all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.
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9. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

ANNEXURE D: CANCELLATION POLICY

We hope you have a happy stay at VVMC, however, if you decide for any reason to cancel your Rental Agreement ("Agreement"), or breach a clause in your Agreement and fail to remedy the breach in terms of clause 14 or 15 of the Agreement, this Cancellation Policy will come into effect.

Any outstanding payments, including outstanding electricity vouchers, fines etc. must be settled before cancellation of this Agreement.

The Cancellation Policy is applicable whether the Resident or VVMC affects the cancellation.

THE RESIDENT CANCELS AFTER SIGNING THE AGREEMENT BUT BEFORE MOVING IN:

Cancellation Fee	Moneys already received
Rental Amount	The balance of the Rental Amounts if paid in advance less the aforesaid cancellation fee shall be refunded to the Resident (if applicable).

THE RESIDENT CANCELS AFTER SIGNING THE AGREEMENT, AFTER MOVING IN:

Cancellation Fee	Moneys already received
Rental Amount	The resident is responsible for all the Rental Amounts up to date of cancellation. The balance of the Rental Amounts if paid in advance less the aforesaid cancellation penalty fee shall be refunded to the Resident.

ANNEXURE E: HOUSE RULES

We want to create a happy home away from home. Varsity Village is a Student Accommodation Village with high standards and values where exemplary and good behaviour, respect, consideration, care and adhering to laws, rules and regulations are regarded as high priorities.

You are kindly requested to adhere to the following rules and regulations, which will ensure your safety, peace & quiet and an environment beneficial to successful study. The following House Rules are applicable to ALL the residents of Varsity Village & their visitors.

Only Management, in its sole discretion, will consider any exceptions to the House Rules.

1. IMPORTANT PROVISIONS WITH REGARDS TO ACCOMMODATION

- 1.1. All residents must be registered as a full-time student at a recognized educational institution.
 - 1.2. Residents are not allowed to have anyone else stay or occupy the premises in their absence.
 - 1.3. Two sleepovers per month – PRE-BOOKED at the Office – are allowed, thereafter a sleepover charge of R150 per night per person will be charged, and must be paid before the visitor may sleep-over.
 - 1.4. Security has the right to escort unwanted visitors from the premises.
 - 1.5. Management has the right to enter any Unit or Room, without prior notification, or consent from the Resident, should there be suspicion of transgression of our House Rules or breach of the Law.
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2. BED SPACES / BEDROOMS / UNITS

- 2.1. Residents take full responsibility for their Rooms and the condition thereof.
 - 2.2. Residents must clean and tidy their own Rooms.
 - 2.3. NO nails or sharp objects may be hammered into the walls, nor may any adhesive like “prestik” or stickers be used as they may damage the walls.
 - 2.4. Only 1 person per single bed will be allowed.
 - 2.5. No fridges, toasters, kettles, microwaves or heaters are allowed in the Rooms. Any such items found will be confiscated.
 - 2.6. Management has the right to inspect the rooms at any time by giving 24 hours’ notice, or at any time if a transgression is suspected.
 - 2.7. Maintenance reserves the right to do suitable and / or necessary maintenance and repair work by appointment; unresolvable stains (caused by shoes, dirty feet etc.) will be cleaned / painted. Cost will be for the Resident’s account.
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3. MAINTENANCE

- 3.1. Any maintenance problems, damages, out of order appliances in a room or unit must be reported on the **Red Rabbit App** immediately.
 - 3.2. Upon arrival every Resident must complete a move-in inspection on the **Red Rabbit App**. All documents need to be completed and submitted within 48 hours in order to load your fingerprints on the biometric fingerprint system for access control.
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4. DAMAGES (ZERO-TOLERANCE)

- 4.1. Residents may not damage the Communal Areas, or any property on site.
 - 4.2. All residents will be held liable for any damages and / or loss of property by the Residents and / or their visitors and for the subsequent repair and / or replacement cost.
 - 4.3. No actions are permitted on the Premises that may potentially cause damage to the Premises or may be harmful to neighbours or other residents or may increase the risk of fire to the Premise, or in any way may compromise the insurance regulations that Varsity Village has with regard to the Premises.
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5. HOLIDAYS DURING THE ACADEMIC YEAR

- 5.1. Residents 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.
 - 5.2. All electrical appliances and fridges must be switched off before going on holiday.
 - 5.3. Fridges must be emptied before going on holiday. During the holiday the fridges will be cleaned out, and any food in the fridge will be thrown away.
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6. VACATING THE ROOM AT THE END OF THE CONTRACT

- 6.1. All Students need to evacuate their rooms with their personal belongings on / before the Check-Out date.
 - 6.2. An outgoing inspection will take place to establish any damages.
 - 6.3. All residents are responsible to look after and return their Room at the end of this Agreement in the same good order and condition as received at the beginning of the Agreement.
 - 6.4. All keys and / remotes need to be handed in upon departure / termination of rental agreement. Keys not returned will be charged to your account at R 250 per instance. (Whole door lock will be replaced).
 - 6.5. Any belongings left behind after the keys have been handed in, will be collected and donated to charity.
 - 6.6. Any belongings left behind after the keys have been handed in / Check-out Date will be donated to charity after 21 days.
 - 6.7. Any damages & keys lost/not handed in will be deducted from the Resident's deposit.
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7. FURNITURE

- 7.1. Furniture or any appliances belonging to Varsity Village may not be exchanged or moved from one room to another.
 - 7.2. Any damages to furniture should be reported to the office immediately.
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8. VISITORS

- 8.1. Residents are responsible for the conduct and safety of their visitors at all times.
- 8.2. Visitors MUST sign in and out at all times with Security – failure to comply will result in a fine of R250.
- 8.3. No Resident may have more than 5 visitors at any given time.
- 8.4. No visitors are allowed to remain in the building or on the premises without the Resident being present.
- 8.5. Residents will be fully responsible and financially liable for any damages caused by their visitor.

8.6. Visitors have access to the building and premises from 06h00 – 18h00 only.

9. ALCOHOL AND SUBSTANCES ABUSE (ZERO TOLERANCE)

- 9.1. Drug use is a major concern in today's day and age. We therefore condemn the use or even possession of any form of illegal drug in the strictest possible way. This includes dagga (Varsity Village is Private Property and therefore residents have to adhere to the rules and regulations of Varsity Village).
 - 9.2. No Alcohol or any form of illegal substances, including dagga is allowed on the premises.
 - 9.3. Intoxication or abuse will not be tolerated and could result in immediate eviction – you will still be held accountable for your Rental Amounts as per this signed Rental Agreement.
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10. WEAPONS OR FIREARMS (ZERO TOLERANCE)

- 10.1. No weapons or firearms will be allowed on the property at any time.
 - 10.2. Any weapon or firearm, legal or illegal, will be confiscated immediately.
 - 10.3. Weapons include: guns, pellet guns, CO2 pistols or rifles, crossbows, pangas, any traditional weapons and knives (other than kitchen knives).
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11. EMERGENCY EQUIPMENT

- 11.1. No one may use the emergency equipment, fire extinguishers or fire hoses for any other purpose than an emergency.
 - 11.2. If the emergency equipment is used for any other purpose, the Resident will be liable for the full replacement cost, any call-out fees or the cost to have the fire hose(s) resealed, as well as a fine of R 1 000.
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12. SIGNS AND NOTICES

- 12.1. Residents may not place any signs, notice, billboards or advertisement of any kind or any part of the Communal Areas or in a Room or on the Premises.
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13. NOISE

- 13.1. Residents and visitors will conduct themselves in such a manner not to be a nuisance to any occupant or neighbor.
- 13.2. No noise will be allowed between the hours of 22h00 and 06h00 daily.
- 13.3. 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 neighborhood.

Hi-Fi times are STRICTLY between the hours of 12-2p.m. and 5-7p.m.

- 13.4. Residents must control and manage their visitors to avoid any nuisance or disturbance to other residents and the surroundings.
 - 13.5. We operate as a student accommodation establishment and we therefore embrace an environment which is conducive to learning. Any behavior in contrast to this, will be dealt with by security on site as well as management.
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14. PETS, ANIMALS, REPTILES AND BIRDS

- 14.1. No animals or pets are allowed in the Common Areas, Buildings, Houses, and Rooms or on the Premises.

15. UNITS / BEDROOMS / FLATS / HOUSES GENERAL

- 15.1. Do not leave taps open. Close them after use.
- 15.2. Leaking taps and running toilets needs to be reported immediately on the Red Rabbit App.
- 15.3. Please remove all plugs from basins after use.
- 15.4. No foreign objects may be flushed down the toilet.
- 15.5. Windows should be closed when you leave your room. Damages / theft resulting from open windows will be for your account.
- 15.6. No foreign objects, parcels, food, cigarette butts, bottles, cans, stones or similar items to be thrown out the windows or from balconies. Failure to adhere will result in a Fine of R250.
- 15.7. No dirt or rubbish may be swept out of doors. Use black dustbin provided for rubbish outside.
- 15.8. No electrical appliances should be left on.
- 15.9. Please keep your doors locked at all times.
- 15.10. Please do not distribute your key to other Residents, visitors, friends or family.
- 15.11. Please report any signs of ants, cockroaches, bedbugs, pests etc. to management.

PLEASE NOTE: UNCLEANED KITCHENS AND LEFTOVER FOOD ATTRACTS COCKROACHES!

- 15.12. Management does not take responsibility for any loss or damage of your property. You must insure your personal belongings, as Varsity Village's insurance solely covers Varsity Village property.
- 15.13. Management reserves the right to transfer occupants to other rooms when necessary or as per this Rental Agreement.
- 15.14. NO CLEANER may wash Residents' dishes at any time. Cleaners clean only the common areas (Bathrooms) and kitchen communal surfaces.
- 15.15. Cleaners may not clean Rooms (sharing and / or single rooms) at any time.
- 15.16. Common Areas are collective responsibility; we rely on the full cooperation of all the residents at any given time.
- 15.17. Residents shall not hang or place anything (including but not limited to washing) on the inside or outside of the Rooms or the Buildings that is visually unattractive when the Premises is viewed from any angle or from the street.
- 15.18. Residents will not be allowed to hang clothes to dry other than on the washing line provided on the premises.
- 15.19. Management reserves the right to enter any room or premises at any time to access the DB / Electrical Box.

16. LAUNDRY

- 16.1. No clothes may be washed and/or ironed inside units and hanged up to dry in public areas, common areas, balconies.

- 16.2. Please use the laundry provided for washing and ironing of clothes.
 - 16.3. Please remove your washing from the washing lines as soon as it is dry.
 - 16.4. Please keep the laundry area neat and tidy at all times.
 - 16.5. No resident is allowed to wash the laundry of a visitor or family member on site.
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17. PREMISES GENERAL

- 17.1. Residents must not interfere with the reasonable peace, comfort and privacy of other residents.
 - 17.2. No Residents or visitors are allowed to tamper with vehicles, electrical boxes, fire extinguishers, windows, taps, fire hydrants, fire hose reels or gate motors.
 - 17.3. Gardens are there for enjoyment. No damaging of plants, trees, lawn and hedges, or littering of any sort – especially cigarette butts!
 - 17.4. No meetings or gatherings of any nature will take place on the premises unless prior written consent has been obtained from Management.
 - 17.5. Should a resident wish to give something to a staff member or security guard, a letter should be written and with the goods handed in at the office. Management will then give it to the staff member.
 - 17.6. Garbage will be collected daily excluding Saturdays, Sundays and public holidays.
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18. ENTERTAINMENT AREA

- 18.1. Any braai or gathering at the entertainment areas should be booked in advance with management.
 - 18.2. An indemnity form must be completed, listing the Resident and all outside visitors and signed by all parties.
 - 18.3. Security has the right to stop any disruptive parties.
 - 18.4. Braai areas should be clean and neat after use, and may only be used until 10:00 pm.
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19. BEHAVIOUR

- 19.1. Residents should be dressed properly and decently when appearing in entertainment areas, office, laundry, cafeteria or in any common areas. **NO INTOXICATED PERSON ALLOWED IN THESE AREAS.**
 - 19.2. At no time are residents permitted to become abusive (verbally or physically) towards any other resident, cleaner, security, staff or management of VVMC in order to resolve disputes. **ZERO TOLERANCE AND POSSIBLE CANCELLATION OF THIS AGREEMENT.**
 - 19.3. No fighting, swearing or disruptive behavior will be tolerated.
 - 19.4. Residents must respect the culture differences of other residents
 - 19.5. Residents must not act against or breach any law or by-law while on VVMC's premises.
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20. SECURITY

- 20.1. Security personnel are there for Resident's safety and security
- 20.2. They are on duty 24/7 and should be respected at all times.
- 20.3. Security personnel may not enter a resident's unit at any time, except during an emergency.

- 20.4. Security personnel have the right to remove individuals if they are causing any upheaval or disturbances and inform management.
 - 20.5. Security personnel have the right to ask residents to behave and turn music down.
 - 20.6. Security personnel have the right to search any resident, guest or vehicle at any time.
 - 20.7. Residents will be responsible to ensure that:
 - 20.7.1. Vehicle gates are closed before driving off, and that nobody on foot uses a gate instead of the turnstiles for entry / exit;
 - 20.7.2. Doors to buildings are closed and locked before leaving the building.
 - 20.8. Lost / stolen keys are reported to the maintenance manager IMMEDIATELY, and any costs related to the replacement are for the Resident's account.
 - 20.9. They do not open the pedestrian gate, or any other access point for any other person at any time.
 - 20.10. Rooms are locked at all times.
 - 20.11. Windows are closed when leaving the unit.
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21. SMOKING

- 21.1. No smoking of cigarettes, hubbly bubbly or any other form of smoking will be allowed in the rooms or units. Smoking is only permitted outside in the areas where wall ashtrays are provided.
 - 21.2. Burning candles, hot or burning hubbly coals, oil burners, incense burners, bar/oil heaters are prohibited in the rooms / units / houses at all times.
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22. LOST KEYS

- 22.1. Lost keys must be reported at the office immediately.
 - 22.2. A fee of R250.00 will be payable to replace your lock.
 - 22.3. AFTER HOURS: Lost keys / if you lock yourself out of your room - a R250 call out fee will apply.
 - 22.4. OFFICE HOURS: Lost keys / if you lock yourself out of your room - a R50 call out fee will apply.
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23. VEHICLES

- 23.1. Residents shall ensure their vehicles and the vehicles of their visitors do not drip oil or brake fluid onto the Common Areas, as the cleaning thereof will be for the Resident's account.
- 23.2. 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 a R250 penalty fee applicable to remove the clamp. The penalty fee will be payable on demand before the vehicle will be released.
- 23.3. No resident shall be permitted to dismantle or effect any major repairs to any vehicle on the Common Areas.
- 23.4. Vehicles may not travel in excess of 5km/h on any portion of the Common Areas. Any vehicle parked unlawfully or standing or apparently abandoned on the Common Areas may be towed away at the expense of the owner. Use of the parking area is at own risk. Varsity Village will not be liable for theft or damage to vehicles parked on the property or for the injury or death of or loss of property of anyone on the Premises.
- 23.5. Insurance of vehicles, motorcycles and bicycles are the owner's responsibility and must be locked at all times.

23.6. Vehicles may not be washed anywhere on the Premises.

23.7. No Visitors are allowed to park on the Premises.

23.8. No Vehicles are allowed to park on the grass.

24. BICYCLES

24.1. Bicycles are not allowed inside the Buildings, Houses, Rooms or inside any Common Areas, unless arranged with management. Please keep your bicycles locked at all times. Varsity Village will not take responsibility in an event of bicycle theft.

25. VARSITY VILLAGE SHUTTLE

25.1. The shuttle busses commute Monday – Friday to the different campuses AND ARE ONLY FOR ACADEMIC TRANSPORT USE.

25.2. **Annexure F: Transportation Indemnity Form** is part of this agreement and effective upon signature of this Agreement.

25.3. Safety belts MUST be worn at all times by the driver and all passengers.

25.4. The bus roster will be communicated to all students. The driver is allowed to open the door for passengers to enter or exit the bus and only at the designated campuses.

25.5. Failure to make use of the shuttle service after making a booking will result in a fine. You have to cancel your booking in advance. (when applicable)

25.6. Be on time for your trip. The driver is instructed to follow the bus timetable, with no exceptions.

25.7. No eating, drinking or smoking allowed in the bus.

25.8. No intoxicated passengers will be allowed on the bus. The driver has the right to refuse service to them.

25.9. The driver is instructed to depart when the bus has reached the maximum load of 22 passengers. Overloading will not be allowed at any time.

25.10. DO NOT argue, disrespect or distract the driver. Report any complaints in writing to the office during office hours (Monday – Friday 8am – 5pm).

25.11. Only PAID-UP VVMC Residents are allowed to make use of the transportation service.

25.12. The driver has to comply with all traffic regulations. DO NOT advise them otherwise.

25.13. Please report bad driving to the office.

26. REFUSE DISPOSAL and DISHES

26.1. Refuse must be disposed of in the allocated bins provided.

26.2. Refuse includes waste, cigarette butts, leftover food and bottles.

26.3. No refuse may be thrown out of the room or building windows.

26.4. Cleaning ladies will remove refuse from the communal dustbins when cleaning, excluding Saturdays, Sundays and Public Holidays.

26.5. Refuse may not be left in the Hallway, the Buildings or on the premises, except in allocated bins on the premises at any time.

- 26.6. No refuse or any foreign objects may be disposed of in the sanitation system of the accommodation.
- 26.7. Dishes must be cleaned directly after use. Management reserves the right to confiscate the dishes and a penalty fee of R150 will be charged.

27. THEFT (ZERO TOLERANCE)

- 27.1. Residents are responsible for their own short-term insurance during their stay, in respect of all items brought onto the premises and into the room by the Resident.
- 27.2. Varsity Village will not be responsible for theft that may occur, however management will assist by investigating the matter as far as they can.
- 27.3. Should there be evidence that a Resident has taken items which does not belong to him / her, he / she will be evicted immediately.

28. REPORTING OF ANY TRANSGRESSION OF THESE RULES

- 28.1. Residents can anonymously report any 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 residents or complaints lodged by management against the Resident, Varsity Village will investigate any such complaints and should they be valid the guilty party will be fined according to table below:

29.1. Alcohol Use	R 250
29.2. Disturbance on Premises	R 250
29.3. Unruly Behavior	R 250
29.4. Blocking of Drains (Food, Sanitary Products etc)	R – Cost to Unblock
29.5. Braaiing on Balconies and Stoops	R 250
29.6. Bringing Unauthorized people onto the premises	R 500
29.7. Tampering with Water / Electricity	R 250
29.8. Failing to make use of the Shuttle service after making a booking	R 250
29.9. Dirty Dishes	R 150
29.10. Drug / Marijuana Use / Alcohol abuse (Possible Agreement Cancellation)	R 1 000
29.11. Littering in any form – Bottles, cigarette butts, refuse etc.	R 100
29.12. Moving furniture around (fridges to rooms, mattresses from beds etc)	R 250
29.13. First 3 fines for Music/Other noise disturbance out of Hi-Fi times	R 250
[Hi-Fi times = 12h-14h & 17h-19h]	
29.14. After 3 fines for Music/Other noise disturbance out of Hi-Fi times	R 500 Plus Hi-Fi confiscation
29.15. Smoking Cigarettes / Hubbly inside the Units	R 250
29.16. Vandalism (Plus Possible Agreement Cancellation)	R 1 000 plus Cost

29.17. Violence / Instigation / Endangering other Residents

(Plus Possible Agreement Cancellation) R 1 000

29.18. Unauthorized Room Changes R 1000

29.19. Unauthorized Sleep Overs R 250

29.20. Unauthorized Visitors (Visitors not signing in with Security) R 250

29.21. Unauthorized Parties (more than 5 visitors) R 250

29.22. Visitors left unattended R 250

29.23. Parking on the Grass R 250

29.24. Keeping Pets R 250

29.25. Ignoring / Disrespecting Security or Management R 250

29.26. Sitting on Balconies R 1 000

29.27. Tampering with Emergency / Fire equipment R 1 000

29.28. THEFT - IMMEDIATE EVICTION & REMAIN RESPONSIBLE FOR LEASE AGREEMENT

30. GENERAL INFORMATION

30.1. Office Hours: Mon – Fri 8am-5pm, Lunch 11am-12pm, Closed on Saturdays, Sundays and Public Holidays

30.2. Rules will be communicated on billboards, notice boards, WhatsApp groups, and other forms of communication.

30.3. It is important to note that we have to change rules from time to time in order to adapt to the changing needs of students and be proactive from a security point of view.

30.4. BY SIGNING THIS CONTRACT YOU ACKNOWLEDGE AND DECLARE THAT YOU WILL ABIDE BY AND CONSENT TO THESE AND ANY FUTURE CHANGES TO THESE RULES AND REGULATIONS.



ANNEXURE F: TRANSPORTATION INDEMNITY FORM

I, the undersigned, hereby agree to the terms and conditions below and undertake to abide by them.

1. I fully understand that the transport provided by VVMC is used and undertaken by myself at my own risk.
2. I hereby waive all claims I may have against VVMC, its owners or employees arising from injury, accident, illness, loss of life or any other cause involving myself, and hereby indemnify Varsity Village against all such claims.
3. I hereby authorize VVMC (if needed) to take all steps, which it may deem necessary in its absolute discretion, to have me admitted to a hospital, and treated by a doctor or other medical attendant. I further understand that I shall be held responsible for the payment of medical and / or hospital accounts arising from such treatment.
4. I waive any right that I, or my parents may have to claim compensation against VVMC, their owners or employees in respect of any loss, injury or damage and loss of life or whatsoever that may be sustained in the course of using the transport provided by VVMC, whether as a result of negligence or any incident that may occur.

VVMC shall ensure that its vehicle complies at all times with all the official regulatory requirements.

Name & Surname: _____

ID Number: _____

ACCEPTANCE OF AGREEMENT**STUDENT / RESIDENT:**

I, _____, ID Nr _____, hereby acknowledge that I have read, understand and accept this Agreement.

LESSE:

SIGNATURE

VVMC

L. Robbertse
On behalf of VVMC

SIGNATURE