



NSFAS RENTAL AGREEMENT FOR 2024

between

VVMC (PTY) LTD for Accommodation @ Varsity Village POTCHEFSTROOM

Cell Number: 064-756-2917

Email address: accounts@varsityvillage.co.za

Office Address: 101 Dwars Street
Die Bult
Potchefstroom
2531

Property Address:

**Die Bult
Potchefstroom
2531**

and

THE RESIDENT

Surname:

Full Names:

ID number:

Male / Female:

Cell Number:

Email Address:

Move-in Date: 1 February 2024

Move-out Date: 30 November 2024

Institution of study: NWU

Student Number:

Current year of Study:

Permanent Residential address:

NSFAS ROOM

Landlord Accreditation Number:

Room Nr:

ACCOMMODATION TYPES	ROOM OPTION (X)	ANNUAL AMOUNT	MONTHLY RENT (x10)
NSFAS Single Room		R 45 000	R 4 500
NSFAS Double Room		R 41 400	R 4 140



BURSARY DETAILS IF APPLICABLE: (YOU REMAIN LIABLE FOR YOUR ACCOUNT)

Name of Bursary:

Contact Number of Bursary:

Contact Person of Bursary:

Amount Awarded by Bursary:

MEDICAL HISTORY:

Allergies:

Medical Aid (if Applicable)

PARENT/GUARDIAN:

Surname:

Full Names:

ID number:

Cell Number:

Email Address:

Work Contact Details:

Permanent Residential address:

Postal Address:

RELATIVE OR FRIEND NOT RESIDING WITH THE STUDENT OR PARENT(S):

Name & Surname:

Cell Number:

Email Address:

Work Contact Details:

1. NOTICE

- 1.1. VVMC, in complying with the Consumer Protection Act, Act 68 of 2008 (“CPA”), hereby specifically draws the Resident’s attention to the clauses printed in **bold**.
 - 1.2. Kindly ensure, before signing this Agreement, that you have had an adequate opportunity to understand these terms.
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2. YOUR STAY

- 2.1. This Agreement shall commence on the Check-in Date as per 24.4 and end on the Check-out Date as per 24.5, except if cancellation occurs in accordance with the provisions of clauses 14 or 15 below.
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3. PAYMENTS (EXCLUDING NSFAS / BURSARY ARRANGEMENTS)

- 3.1. The **Rental Amount** is due in advance and shall be paid by the Resident to VVMC in terms of this Agreement (including the Rate Charge Sheet referenced in **Annexure B: Rate Charge Sheet**, to this Agreement).
 - 3.2. The Rental Amount must be paid in accordance with the agreed upon due dates and installments as elected in **Annexure B: Rate Charge Sheet**.
 - 3.3. Should the Resident fail to pay the Rental Amount timeously, the Resident shall be in breach of this Agreement.
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4. NSFAS / BURSARIES

- 4.1. Irrespective of the fact that the Rental Amount may be paid through a bursary scheme the Resident has the sole responsibility for the payment of the Rental Amount.
 - 4.2. All bursary information must be received by VVMC before the 28th of February.
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5. CHECK-IN AND OCCUPATION

- 5.1. **The Resident acknowledges and expressly agrees to accept the Room and the Premises in the condition as it stands.**
 - 5.2. Upon moving into the Room, the Resident must check that the supplied Room inventory is accurate by doing a move-in inspection on the OnKey app, alternatively complete and sign a copy of the move-in inspection checklist. This must be done within 7 (seven) days of moving into the Room.
 - 5.3. If the move-in inspection as above is not done, VVMC will assume that the Room inventory and condition is in order and the Resident accepts that it is correct as supplied. No complaints thereafter will be entertained.
 - 5.4. The Resident shall use the Room solely as a residence for educational purposes, whilst registered as a student at a recognized educational institution.
 - 5.5. The Resident shall have joint use with the other residents of the Communal Areas in the building and Premises and undertakes to use all facilities with care and with due regard to the other residents.
 - 5.6. **The Resident is jointly and severally liable with other residents for any damage caused to any Communal Areas or the Premises.**
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6. WATER, ELECTRICITY AND MUNICIPAL CHARGES

- 6.1. Normal residential use of water and sewerage utility services will be included in the Rental Amount.
- 6.2. Wastage of resources will not be tolerated by management and should also not be tolerated by other students. It is each and every student's responsibility to manage their own usage and also introduce measures to keep other co-habitants from overuse.
- 6.3. **Varsity Village / VVMC shall not be liable for any loss of food due to spoilage, should the house/unit not have electricity for any reason.**

7. BENEFICIAL OCCUPATION OF THE ROOM

- 7.1. Should the Room and/or Premises be destroyed or damaged to an extent which prevents the Resident from having substantial beneficial occupation of the Room, then:
- 7.1.1. either Party may elect to cancel this Agreement with effect from the date of such destruction or damage; and
- 7.1.2. no Party shall have any claim whatsoever against the other as a result of such destruction or damage or cancellation, unless the destruction or damage was willfully caused by or through the negligence of the other party/parties or its employees or agents.
- 7.2. Should the Room and/or Premises be damaged to an extent which does not prevent the Resident from having substantial beneficial occupation of the Room, or should neither Party elect to cancel this Agreement under the circumstances set out in clause 9.1, then this Agreement shall continue to remain in force and:
- 7.2.1. VVMC shall, at its own cost, reinstate the Room and/or Premises as quickly as possible under the circumstances;
- 7.2.2. the Resident shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation;
- 7.2.3. the Rental Amount payable by the Resident shall be reduced pro rata for so long as and to the extent to which the Resident is deprived of the beneficial occupation of the Room; and
- 7.2.4. neither Party shall have a claim of any nature against the other as a result of the said damage, save to require the other to perform its obligations as set out in this clause, unless the damage was willfully caused by or through the negligence of the other party/parties or its employees or agents.

8. LIABILITY AND INDEMNITY

- 8.1. **Except to the extent that:**
- 8.1.1. **VVMC acted with gross negligence or fraudulent intent; or**
- 8.1.2. **VVMC provided the Resident with access to a Room or the Premises that is unsafe, hazardous or defective as contemplated in section 53 of the CPA,**

VVMC will not be liable for any loss or any direct, incidental, special, indirect or consequential loss or damages of whatever nature, howsoever arising, which may be suffered by the Resident and/or any of the agents, visitors, servants, guests and other invitees of the Resident and all other persons who

are present upon the Room and/or Premises or any part thereof through or as a consequence of the Resident, at the time the liability has been incurred.

- 8.2. Subject to clause 10.1. above, the Resident hereby indemnifies VVMC and holds VVMC harmless against:**
- 8.2.1. any claims from visitors, guests, invitees of the Resident and all other persons who are present upon the Room and/or the Premises or any part thereof through or as a consequence of the Resident; and**
 - 8.2.2. any legal costs or any other expenses reasonably incurred in connection with claims or actions arising out of any of the circumstances set out in clause 8.2.1 above.**
 - 8.3. The Resident shall be liable and responsible for any loss, liability, damages, expense, illness, injury or death and any claims in respect thereof caused willfully or as a result of gross negligence (whether by way of an act or omission) on the part of the Resident:**
 - 8.3.1. to any employees, agents or any other representative of VVMC while present in or around the Premises and/or Room and/or the Communal Areas during or in relation to the provision of the Services; and**
 - 8.3.2. to VVMC in respect of any direct, incidental, special, indirect or consequential loss or damages of whatever nature caused by any employees, agent or any other representative of the Resident while present in or around the Premises and/or Room and/or Communal Areas during or in relation to the provision of the Services;**

and the Resident furthermore indemnifies VVMC and holds VVMC harmless accordingly.

9. HOUSE RULES AND TRANSPORTATION INDEMNITY FORM

- 9.1. The VVMC House Rules as set out in **Annexure E: House Rules**, are aimed at protecting the use and enjoyment of the building, the Premises, the Communal Areas and all facilities by all residents.**
 - 9.2. The Resident acknowledges that he/she has read, understands, and is bound by the House Rules, that the House Rules are an essential part of this Agreement and that a breach of the House Rules constitutes a breach of this Agreement.**
 - 9.3. VVMC expressly reserves the right to amend the House Rules at any time and will publish such amendment on our website or communicate it to the Residents directly.**
 - 9.4. The Resident acknowledges that he/she has read, understands, and is bound by the Transportation Indemnity Form (Annexure F) and that the Transportation Indemnity Form is an essential part of this Agreement.**
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10. CHANGE OF ROOMS

- 10.1. VVMC has the right to move the Resident from one Room to another to carry out any maintenance, repairs, replacements or other works, or to perform any other function in the bona fide interests of VVMC.**
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11. ENTERING ROOMS

- 11.1. VVMC or its representatives, agents, staff and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Resident:**
 - 11.1.1. enter the Room due to a presumption of breaching the House Rules, for security reasons, hygiene matters, in order to inspect it, to carry out any maintenance, repairs, replacements or other works, or to perform any other function in the bona fide interests of VVMC; or**
 - 11.1.2. carry out elsewhere on the Premises any necessary repairs, replacements or other works or to maintain the exterior of the building and the Communal Areas and keep it in good order and condition.**

- 11.2. VVMC shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Room by the Resident.

12. BREACH OF THE AGREEMENT

- 12.1. Should the Resident breach this Agreement due to breaching a **Zero Tolerance Rule** as set out in **Annexure E: House Rules**:

- 12.1.1. VVMC shall be entitled to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as set out in as set out in **Annexure D: Cancellation Policy**;
- 12.1.2. the Resident will remain liable to VVMC for any amounts owed in terms of this Agreement, up to date of cancellation; and
- 12.1.3. no notice period will be applicable for this breach as the breach is severe.

- 12.2. Should the Resident breach this Agreement due to **breaching any of the House Rules 3 (three) times – 3 STEP SYSTEM – during Your Stay**:

- 12.2.1. VVMC shall be entitled, but not obliged, to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as set out in **Annexure D: Cancellation Policy**;
- 12.2.2. the Resident will remain liable to VVMC for any amounts owed in terms of this Agreement, up to date of cancellation; and
- 12.2.3. no notice period will be applicable for this breach, as the three-step fine system offers the Resident more than 20 Business Days' notice of the approaching breach.

- 12.3. Should either of the Parties:

- 12.3.1. commit any breach of any other condition of this Agreement, save for a breach as set out in clause 14.1, 14.2 and 14.3, and fail to remedy that breach within a period of 20 Business Days after receipt of a written notice to that effect to it by the other Party; or
- 12.3.2. commit any act of insolvency; then the other Party shall be entitled to:
- 12.3.2.1. cancel this Agreement; or
- 12.3.2.2. remedy such breach and immediately recover the total cost it has incurred in so doing from the other Party.

- 12.4. While the Resident is in occupation of the Room and irrespective of any dispute between the Parties, then:

- 12.4.1. the Resident shall continue to pay all amounts due to VVMC in terms of this Agreement on the dates due;
- 12.4.2. VVMC shall be entitled to recover and accept those payments; and
- 12.4.3. the acceptance by VVMC of those payments shall be without prejudice to and shall not in any manner whatsoever affect VVMC's claim to cancellation of this Agreement or for damages of any other nature whatsoever.

13. CANCELLATION POLICY

13.1. The Resident may only cancel this Agreement prior to the Check-out date of Your Stay if proof is provided that:

13.1.1. The Resident has secured a space in the University Residence;

13.1.2. The Resident has terminated their studies.

13.2. The Resident should request such cancellation in writing from VVMC by giving 20 Business Days' written notice by email to accounts@varsityvillage.co.za, in which event:

13.2.1. the Resident will remain liable to VVMC for any amounts owed in terms of this Agreement, up to date of cancellation; and

13.2.2. VVMC will be entitled to impose a reasonable cancellation penalty on the Resident, as set out in **Annexure D: Cancellation Policy**.

13.3. The **Annexure D: Cancellation Policy** is applicable whether the Resident or VVMC affects the cancellation.

14. CHECK-OUT – **ONLY BECOMES OFFICIAL WHEN YOU HAND IN YOUR KEYS NO MATTER WHEN YOU LEAVE**

When the Agreement comes to an end, for whatever reason, the Resident shall:

14.1. Perform a check-out inspection on the OnKey app, alternatively complete and sign a copy of the check-out inspection checklist;

14.2. vacate the Room and remove all their belongings from the Room, building and all other areas of the Premises;

14.3. leave the Room and the Room inventory in the same clean state and condition as they were in at the beginning of Your Stay, fair wear and tear accepted;

14.4. should any of the Resident's personal belongings be left in the Room after the Check-out date, VVMC shall obtain ownership thereof and it will be donated to charity after 21 days.

15. INSURANCE

15.1. The Resident shall not keep or do in or about the Room and/or the Premises anything such as is liable to enhance any of the risks against which the Room and/or the Premises may be insured to the extent that the insurance of the Room and/or Premises is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.

15.2. VVMC may recover from the Resident on demand the full amount of any increase in insurance premiums attributable to a breach of the foregoing provision.

15.3. **The Resident shall be responsible for effecting in his/her own name a short-term insurance policy or any other applicable insurance policy to cover his/her personal effects upon the Room and/or Premises and shall pay the premiums in respect thereof.**

15.4. **It is specifically agreed that VVMC will not be responsible for any consequential damages suffered by the Resident in respect of fire damage, water damage and/or theft, for which damages the Resident will have to take out his own insurance at his own cost.**

16. MINIMUM AGE AND SURETYSHIP

16.1. A prospective Resident must be 18 to enter into a Rental Agreement. If not, they need permission from their parent(s) or legal guardian(s) to enter into a Rental Agreement with VVMC.

- 16.2. The Resident hereby, unconditionally and irrevocably binds himself/herself, with signature of this agreement, as surety and co-principal debtor towards and in favour of VVMC, for the due and punctual payment obligations of Rental and any other amounts payable in terms of this agreement.
- 16.3. The Resident's liability/ies in terms of this Agreement is/are irrevocable and will terminate only upon the latest of the Check-out Date or date of termination of this Agreement provided that, notwithstanding the aforesaid, the Resident will be and remain liable to VVMC after the Check-out Date and the date of termination of this Agreement in respect of any claims which arise pursuant to this Agreement prior to those dates or any of them.

17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement their respective addresses set out on page 1 of this agreement.
- 17.2. All notices to be given in terms of the Agreement will –
- 17.2.1. be given in writing by email;
- 17.2.2. alternatively also be delivered or sent by prepaid registered post;
- 17.2.3. if delivered be presumed to have been received on the date of delivery;
- 17.2.4. if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;
- 17.2.5. if sent by email be presumed to have been received on the first Business Day following the date of transmission, unless the contrary is proved.
- 17.3. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to them notwithstanding that it was not sent to or delivered at their chosen *domicilium citandi et executandi*.

18. GENERAL

- 18.1. This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.
- 18.2. No contract varying, adding to, deleting from or cancelling of this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 18.3. Each provision in this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
- 18.4. This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

19. COMPLAINTS

- 19.1. A complaint filed with VVMC regarding the performance of this Agreement must be made in writing by the Resident and be submitted immediately after discovering the failure to perform for which VVMC might be liable. Complaints should be sent in writing to: admin@varsityvillage.co.za

20. ELECTRONIC SIGNATURE AND JURISDICTION

- 20.1. This Agreement is accepted and becomes valid and binding on both Parties once the Resident electronically accepts this Agreement.
- 20.2. The Parties agree that this Agreement is, and that they deem, consider and regard this Agreement to have been concluded and entered into in Potchefstroom and the Parties consent to the jurisdiction of the Potchefstroom Magistrate's court in respect of each and every dispute whatsoever between and/or amongst them regarding, relating to and/or in respect of this Agreement, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of such Magistrate's court.

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. **"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**);
- 22.2. **"Business Day"** – a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 22.3. **"Check-in Date"** - 1 February every year, or as determined and indicated by VVMC from time to time;
- 22.4. **"Check-out Date"** - 30 November every year, or as determined by VVMC from time to time, as to when the right to occupy Room will come to an end. **NOT HANDING IN YOUR KEYS MEANS THIS AGREEMENT WILL NOT END ON 30 NOVEMBER AND YOU WILL BE CHARGED THE NORMAL RATES FOR YOUR ROOM AFTER 30 NOVEMBER;**
- 22.5. **"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;
- 22.6. **"House Rules"** – the house rules set out in **Annexure E: House Rules**;
- 22.7. **"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;
- 22.8. **"Parties"** – VVMC and the Resident and "Party" – either one of the Parties, as the context may determine;
- 22.9. **"Premises"** – the premises include the Room and Communal Areas;
- 22.10. **"the Resident"** – the student who entered in this Rental Agreement, and who is in occupation of the room;

- 22.11. **"the Room"** – the room allocated to the Resident and situated on the Premises as provided by VVMC, after the conclusion of the Rental Agreement;
- 22.12. **"Signature Date"** – the date on which this Agreement is accepted by the Parties electronically and by reference, the Terms and Conditions incorporated therein;
- 22.13. **"Rental Amount"** – means the amount payable as per **Annexure B: Rate Charge Sheet**;
- 22.14. **"Surety"** – means the Resident who binds himself/herself as surety and co-principal debtor towards and in favour of VVMC, for the due and punctual payment obligations of Rental and any other amounts payable in terms of this agreement;
- 22.15. **"Transportation Indemnity Form"** – means the transportation indemnity form set out in **Annexure F: Transportation Indemnity Form**;
- 22.16. **"VVMC"** – VVMC (Proprietary) Limited, Registration Number 2017/385339/07;
- 22.17. **"Your Stay"** – commences on the Check in Date and ends on the Check-out Date as indicated in 22.3 & 22.4 above or as determined by VVMC from time to time, except if cancellation occurs in accordance with the provisions of this Agreement. The Rental Agreement is for 10 months.
- 22.18. **"Zero Tolerance Rule"** – the zero tolerance rules as set out in the House Rules annexed as **Annexure E: House Rules**, a material breach 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 *eiusdem 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.
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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.
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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.
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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.
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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.
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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 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 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 B: RATE CHARGE SHEET FOR 2023

ACCOMMODATION TYPES	ROOM OPTION (X)	ANNUAL AMOUNT	MONTHLY RENT (x10)
NSFAS Single Room		R 45 000	R 4 500
NSFAS Double Room		R 41 400	R 4 140

Please refer to clauses 12 and 13 of the Agreement.

PLEASE NOTE that your Room will only be secured once we have received the Electronically Signed Agreement;



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 12 or 13 of the Agreement, this Cancellation Policy will come into effect.

Any outstanding payments, including 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 / VVMC CANCELS (INCLUDING EVICTION AS PER POINTS 30.10, 30.16 & 30.17) AFTER SIGNING THE RENTAL AGREEMENT AND AFTER MOVING IN:

Cancellation Fee	3 Month's Rental Amount, or if the Resident finds a suitable replacement student to sign a new Agreement for the room for the remaining period of the Agreement, the remaining balance of the 3 month Rental Amount covered by the new student will be refunded.
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 (if applicable).

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. Security has the right to escort unwanted visitors from the premises.
 - 1.4. 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 **OnKey App** immediately.
- 3.2. Upon arrival every Resident must complete a move-in inspection on the **OnKey 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.

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 Premises, 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 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 / Check-out Date will be donated to charity after 21 days.**
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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

- 13. 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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14. NOISE

- 14.1. Residents and visitors will conduct themselves in such a manner not to be a nuisance to any occupant or neighbor.
- 14.2. No noise will be allowed between the hours of 22h00 and 08h00 daily.
- 14.3. 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.

- 14.4. Residents must control and manage their visitors to avoid any nuisance or disturbance to other residents and the surroundings.
 - 14.5. 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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15. PETS, ANIMALS, REPTILES AND BIRDS

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

16. UNITS / BEDROOMS / FLATS / HOUSES GENERAL

- 16.1. Do not leave taps open. Close them after use.
- 16.2. Leaking taps and running toilets needs to be reported immediately on the OnKey App.
- 16.3. Please remove all plugs from basins after use.
- 16.4. No foreign objects may be flushed down the toilet.
- 16.5. Windows should be closed when you leave your room. Damages / theft resulting from open windows will be for your account.
- 16.6. 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.
- 16.7. No dirt or rubbish may be swept out of doors. Use black dustbin provided for rubbish outside.
- 16.8. No electrical appliances should be left on.
- 16.9. Please keep your doors locked at all times.
- 16.10. Please do not distribute your key to other Residents, visitors, friends or family.
- 16.11. Please report any signs of ants, cockroaches, bedbugs, pests etc. to management.

PLEASE NOTE: UNCLEANED KITCHENS AND LEFTOVER FOOD ATTRACTS COCKROACHES!

- 16.12. 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.**
 - 16.13. Management reserves the right to transfer occupants to other rooms when necessary or as per this Rental Agreement.
 - 16.14. NO CLEANER may wash Residents' dishes at any time. Cleaners clean only the common areas (Bathrooms) and kitchen communal surfaces.
 - 16.15. Cleaners may not clean Rooms (sharing and / or single rooms) at any time.
 - 16.16. Common Areas are collective responsibility; we rely on the full cooperation of all the residents at any given time.
 - 16.17. 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.
 - 16.18. Residents will not be allowed to hang clothes to dry other than on the washing line provided on the premises.
 - 16.19. Management reserves the right to enter any room or premises at any time to access the DB / Electrical Box.
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17. LAUNDRY

- 17.1. No clothes may be washed and/or ironed inside units and hanged up to dry in public areas, common areas, balconies.
- 17.2. Please use the laundry provided for washing of clothes.

- 17.3. Please remove your washing from the washing lines as soon as it is dry.
 - 17.4. Please keep the laundry area neat and tidy at all times.
 - 17.5. No resident is allowed to wash the laundry of a visitor or family member on site.
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18. PREMISES GENERAL

- 18.1. Residents must not interfere with the reasonable peace, comfort and privacy of other residents.
 - 18.2. No Residents or visitors are allowed to tamper with vehicles, electrical boxes, fire extinguishers, windows, taps, fire hydrants, fire hose reels or gate motors.
 - 18.3. Gardens are there for enjoyment. No damaging of plants, trees, lawn and hedges, or littering of any sort – especially cigarette butts!
 - 18.4. No meetings or gatherings of any nature will take place on the premises unless prior written consent has been obtained from Management.
 - 18.5. 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.
 - 18.6. Garbage will be collected daily excluding Saturdays, Sundays and public holidays.
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19. ENTERTAINMENT AREA

- 19.1. Any braai or gathering at the entertainment areas should be booked in advance with management.
 - 19.2. An indemnity form must be completed, listing the Resident and all outside visitors and signed by all parties.
 - 19.3. Security has the right to stop any disruptive parties.
 - 19.4. Braai areas should be clean and neat after use, and may only be used until 10:00 pm.
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20. BEHAVIOUR (ZERO TOLERANCE)

- 20.1. 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.**
 - 20.2. 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.
 - 20.3. No fighting, swearing or disruptive behavior will be tolerated.
 - 20.4. Residents must respect the culture differences of other residents
 - 20.5. Residents must not act against or breach any law or by-law while on VVMC's premises.
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21. SECURITY

- 21.1. Security personnel are there for Resident's safety and security
- 21.2. They are on duty 24/7 and should be respected at all times.
- 21.3. Security personnel may not enter a resident's unit at any time, except during an emergency.
- 21.4. Security personnel have the right to remove individuals if they are causing any upheaval or disturbances and inform management.

- 21.5. Security personnel have the right to ask residents to behave and turn music down.
 - 21.6. Security personnel have the right to search any resident, guest or vehicle at any time.
 - 21.7. Residents will be responsible to ensure that:
 - 21.7.1. Vehicle gates are closed before driving off, and that nobody on foot uses a gate instead of the turnstiles for entry / exit (where applicable);
 - 21.7.2. Doors to buildings are closed and locked before leaving the building.
 - 21.8. Lost / stolen keys are reported to the maintenance manager IMMEDIATELY, and any costs related to the replacement are for the Resident's account.
 - 21.9. They do not open the pedestrian gate, or any other access point for any other person at any time.
 - 21.10. Rooms are locked at all times.
 - 21.11. Windows are closed when leaving the unit.
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22. SMOKING

- 22.1. 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.
 - 22.2. Burning candles, hot or burning hubbly coals, oil burners, incense burners, bar/oil heaters are prohibited in the rooms / units.
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23. LOST KEYS

- 23.1. Lost keys must be reported at the office immediately.
 - 23.2. A fee of R250.00 will be payable to replace your lock.
 - 23.3. AFTER HOURS: Lost keys / If you lock yourself out of your room - a R250 call out fee will apply.
 - 23.4. OFFICE HOURS: Lost keys / If you lock yourself out of your room - a R50 call out fee will apply.
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24. VEHICLES

- 24.1. 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.
- 24.2. 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.
- 24.3. No resident shall be permitted to dismantle or effect any major repairs to any vehicle on the Common Areas.
- 24.4. 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.
- 24.5. Insurance of vehicles, motorcycles and bicycles are the owner's responsibility and must be locked at all times.
- 24.6. Vehicles may not be washed anywhere on the Premises.

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

25. BICYCLES

25.1. Bicycles are not allowed inside the Buildings, 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.

26. VARSITY VILLAGE TRANSPORT SHUTTLE

- 26.1. The shuttle busses commute Monday – Friday to the different campuses AND ARE ONLY FOR ACADEMIC TRANSPORT USE.
- 26.2. **Annexure F: Transportation Indemnity Form** is part of this agreement and effective upon signature of this Agreement.
- 26.3. Safety belts MUST be worn at all times by the driver and all passengers.
- 26.4. 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.
- 26.5. 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)
- 26.6. Be on time for your trip. The driver is instructed to follow the bus timetable, with no exceptions.
- 26.7. No eating, drinking or smoking allowed in the bus.
- 26.8. No intoxicated passengers will be allowed on the bus. The driver has the right to refuse service to them.
- 26.9. 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.
- 26.10. DO NOT argue, disrespect or distract the driver. Report any complaints in writing to the office during office hours (Monday – Friday 8am – 5pm).
- 26.11. Only PAID-UP VVMC Residents are allowed to make use of the transportation service.
- 26.12. The driver has to comply with all traffic regulations. DO NOT advise them otherwise.
- 26.13. Please report bad driving to the office.
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27. REFUSE DISPOSAL and DISHES

- 27.1. Refuse must be disposed of in the allocated bins provided.
- 27.2. Refuse includes waste, cigarette butts, leftover food and bottles.
- 27.3. No refuse may be thrown out of the room or building windows.
- 27.4. Cleaning ladies will remove refuse from the communal dustbins when cleaning, excluding Saturdays, Sundays and Public Holidays.
- 27.5. Refuse may not be left in the Hallway, the Buildings or on the premises, except in allocated bins on the premises at any time.
- 27.6. No refuse or any foreign objects may be disposed of in the sanitation system of the accommodation.

27.7. Dishes must be cleaned directly after use. Management reserves the right to confiscate the dishes and a penalty fee of R150 will be charged.

28. THEFT (ZERO TOLERANCE)

- 28.1. 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.
- 28.2. Varsity Village will not be responsible for theft that may occur, however management will assist by investigating the matter as far as they can.
- 28.3. Should there be evidence that a Resident has taken items which does not belong to him / her, he / she will be evicted immediately.
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29. REPORTING OF ANY TRANSGRESSION OF THESE RULES

- 29.1. Residents can anonymously report any transgression of these rules, in writing to the office, or in case of an emergency telephonically.
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30. 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:

30.1. Alcohol Use	R 250
30.2. Disturbance on Premises	R 250
30.3. Unruly Behavior	R 250
30.4. Blocking of Drains (Food, Sanitary Products etc)	R – Cost to Unblock
30.5. Braaing on Balconies and Stoepe	R 250
30.6. Bringing Unauthorized people onto the premises	R 500
30.7. Tampering with Water / Electricity	R 250
30.8. Failing to make use of the Shuttle service after making a booking	R 250
30.9. Dirty Dishes	R 150
30.10. Drug / Marijuana Use / Alcohol abuse	R 1000

(PLUS Possible Agreement Cancellation AND CANCELLATION PENALTY – See Annexure D)

30.11. Littering in any form – Bottles, cigarette butts, refuse etc.	R 100
30.12. Moving furniture around (mattresses from beds etc)	R 250
30.13. First 3 fines for Music/Other noise disturbance out of Hi-Fi times	R 250
(Hi-fi times = 12h-14h & 17h-19h)	
30.14. After 3 fines for Music/Other noise disturbance out of Hi-Fi times	R 500 Plus Hi-Fi confiscation
30.15. Smoking Cigarettes / Hubbly inside the Units	R 250

30.16. Vandalism R 1 000 plus Cost

(PLUS Possible Agreement Cancellation AND CANCELLATION PENALTY – See Annexure D)

30.17. Violence / Instigation / Endangering other Residents R 1 000

(PLUS Possible Agreement Cancellation AND CANCELLATION PENALTY – See Annexure D)

30.18. Unauthorized Room Changes R 1000

30.19. Unauthorized Sleep Overs R 250

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

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

30.22. Visitors left unattended R 250

30.23. Keeping Pets R 250

30.24. Ignoring / Disrespecting Security or Management R 250

30.25. Sitting on Balconies R 1 000

30.26. Tampering with Emergency / Fire equipment R 1 000

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

31. GENERAL INFORMATION

31.1. Office Hours: Mon – Fri 8am-5pm, Lunch 12pm-13pm, Closed on Saturdays, Sundays and Public Holidays

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

31.3. 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.

31.4. BY SIGNING THIS AGREEMENT 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.

SIGNATURE

VVMC

L. Robbertse
On behalf of VVMC

SIGNATURE *Lindie*