



RESPUBLICA

STUDENT LIVING

ACCOMMODATION AGREEMENT

BETWEEN

Respublica Student Living (Pty) Ltd

("the Owner")

Managed by: Respublica (Pty) Ltd

AND

KARABO KOMANE (9604075852087)

Full Name (ID / Passport Number)

("the Lodger")

IN RELATION TO THE RESIDENCE KNOWN AS:

The Fields

1. Key Information Of Accommodation Agreement

a. Personal Details of Lodger (student):

Full Name and Surname	KARABO KOMANE
Gender	male
ID/Passport No	9604075852087
Student Number	216002649
Email address	bilskarabo@gmail.com
Cell No.	0676520194
Alternative phone No	0632505441
Age @ signing	24

b. Details of Sponsor (parent / guardian / bursar) responsible for payment of fees (if different to the Lodger):

	Sponsor A
Name and Surname or Company Name	
ID or Registration No	
Email address	
Cell No.	
Alternative phone No	
Physical Address	

c. Accommodation:

Domicilia Citandi Et Executandi - Lodger	Name of Residence:	The Fields
	Address of Residence:	128 Van Beek Street, Doornfontein, Johannesburg
	Room Type:	Sharing Bedroom
	Room No:	FLDS-1001Da
	Domicilia Citandi Et Executandi - Owner	Building One, Silver Stream Business Park, 10 Muswell Road, Bryanston, Johannesburg

d. Accommodation Period:

Check-in / Commencement date [The Earlier of the check-in date recorded in the online system or alternatively the date upon which the Key has been issued to the Lodger]	2021-03-01
Anticipated check-out	2021-12-31

e. Accommodation Fee

Monthly Rental Rate	R 4,300.00
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f. Non-refundable Administration Fee

Non-refundable Administration Fee (ZAR)	R 1,450.00
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g. Security Deposit

Will the sponsor sign a suretyship for and behalf of the Lodger?	No
Security Deposit Amount Required (ZAR)	R 4,300.00

The Security Deposit will be used to set off any damages to the dwelling unit and or non-payment of the monthly rental due. The Security Deposit will be refunded, within 21 days of vacating your room, provided that a vacate request and banking details are provided via the online system and subject to a retention for damages / non-payment of monthly rental and on condition that the lodger has met all the move out / vacate requirements. Should you fail to provide the owner with adequate information relating to the refund, your refund will only be processed once the owner has manually validated your details and as such, a 21 day turnaround time is not guaranteed.

h. **Booking Fee**

Has the Lodger paid a Booking Fee?	No
Booking Fee Paid (ZAR)	

i. **Promotional discount**

Does the Lodger qualify for a promotional discount?	Yes
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Promotional Code	Frequency	Discount amount applicable
2021 NSFAS Deposit Credit	onceoff	R -4,300.00
2021 NSFAS Admin Credit	onceoff	R -1,450.00

j. **Total Amounts Payable**

Accommodation Fee – as per clause 1(e)	R 4,300.00
Non-refundable Administration Fee – as per clause 1(f)	R 1,450.00
Security Deposit – as per clause 1(g)	R 4,300.00
Total Amount Due	R 10,050.00
LESS: Booking Fee – as per clause 1(h)	
LESS: Promotional discount (where applicable) – as per clause 1(i)	R -5,750.00
Total Amount Payable prior to check-in	R 4,300.00

2. DEFINITIONS:

In this agreement, unless clearly inconsistent with or otherwise indicated by the context, the following words and phrases shall have the corresponding meanings assigned to them and cognate expressions shall have similar meanings:

- a. “Accommodation” means the provision of a bed in a Bedroom, Apartment or Studio together with the provision of Domestic Goods and Services and access to, including but not limited, the convenience store, the study centre, the gym, the computer centre and any other communal facilities situated within the Residence as stipulated in clause 1(c), or any other room of a similar quality and standard which the Owner may allocate to the Lodger and that the Owner may change from time to time;
- b. “Accommodation Period” means the period commencing in accordance with clause 1(d) above and subsisting on a month to month basis for an indefinite period subject to clause 11;
- c. “Apartment” means a living unit with multiple rooms, each consisting of single, sharing or bunked bed options including a communal kitchen and bathroom(s) within the unit;
- d. “Bedroom” means a living unit consisting of 1 or 2 beds. In certain instances, a bedroom will include a bathroom;
- e. “Contents” means: the furniture, appliances and electrical goods as listed in annexure B hereto;
- f. “Day” means: any day of the week, including Saturdays, Sundays and gazetted public holidays;
- g. “Domestic Goods and Services” includes but is not limited to: cleaning, maintenance, electricity, and furniture and fittings;
- h. “the Lodger” means the person stipulated in clause 1(a) above, who occupies the provided accommodation in terms of this agreement, and who has mere use thereof without however enjoying exclusive possession thereof;
- i. “Month” means a calendar month, and more specifically:
 - i. With reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month;
 - ii. In any other context, a month of the calendar, that is, one of the 12 (twelve) months of the calendar and, “monthly” has the corresponding meaning;
- j. “the Owner” means Respublica Student Living (Pty) Ltd, a company duly registered in accordance with the laws of The Republic of South Africa;
- k. “Residence” means the Residence of the Owner referred to in clause 1(c);
- l. “Swipe Card” means a payment mechanism provided to Students of tertiary institutions who receive bursary, loan, sponsorship or related allowances, for the consumption of student necessities, by suppliers, which suppliers for the purposes of this agreement include but are not limited to, ‘Intellicard’, ‘Eduloan’, ‘sBux’ and ‘Wizzard’;

- m. "Studio" means living unit consisting of 1 to 4 beds including a communal kitchen and bathroom(s) within the unit;
- n. "The Online System" means the software platform and mobile app which is used to log requests relating to the accommodation, student information is also stored and amended on this system ;
- o. "This Agreement" means this accommodation agreement together with any and/or all Annexures hereto;
- p. "Utilities" means services provided by The Owner, or any third party service provider (including without limitation, any services provided by any municipal or governmental authority) to The Lodger, including but not limited to the use of water, electricity, sewage and refuse removal;
- q. Expressions defined in this agreement shall bear the same meanings in schedules or annexes to this agreement that do not themselves contain their own conflicting definitions;
- r. The expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or that of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- s. Words in the singular include the plural and vice versa, words importing the masculine gender include the feminine and vice versa;
- t. Headings and paragraphs are for the purpose of organization and reference only and shall not be used to interpret this Agreement;
- u. The Appendices annexed to this Agreement are incorporated herein by reference and made a part hereof and defined terms of this Agreement have the same meaning if used in the Appendices;
- v. The words "include" and "including" do not connote limitation in any way;
- w. Any obligation recorded in this Agreement that falls to be performed on a day that is not a Business Day shall be postponed to and performed on the next Business Day (any day which is not a Saturday, Sunday or gazetted public holiday) and all references to "day" or "days" shall be reckoned exclusively of the first and inclusively of the last day;

3. Nature of Agreement

- a. Under this Accommodation Agreement including all annexures hereto, the Owner grants a personal right to the Lodger to use and occupy the Accommodation on a non-exclusive basis for the Accommodation Period;
- b. Nothing contained in this Accommodation Agreement is intended to, or will be constructed as setting up the relationship of Landlord and Tenant between the parties;
- c. The parties agree and confirm that no tenancy or right of exclusive occupation, or exclusive possession is created by this Accommodation Agreement;
- d. The Owner reserves the right, where conditions within the facility warrant and at its discretion, to relocate the lodger to an alternative room within the facility of the same description from the accommodation agreed to in this accommodation agreement. Where an alternate room is assigned, notice of this transfer will be provided to the Lodger prior to the move;
- e. The Lodger will not impede the Owner (or any agent of the Owner) in their exercise of the Owner's right of possession and control of the Accommodation. The Lodger must give all reasonable assistance to any person authorised by the Owner to enter the Accommodation.

4. Payment of Accommodation Fees and Booking Fee

- a. The Lodger agrees to pay the Owner, the sum as contemplated in clause 1(e) as an accommodation fee for the non-exclusive right to make use of the facilities at the residence and for the use of the Accommodation. The Lodger acknowledges that the rate stipulated in clause 1(e) is inclusive of VAT at a rate of 9% on the basis that the accommodation provided by the Lessor to the Lessee in terms of this agreement is defined as Commercial Accommodation (i.e. 60% of the Gazetted VAT rate). In the event of the Gazetted VAT rate being increased or if there is a modification to the VAT Act that has a bearing on Commercial Accommodation, the Lodger agrees and acknowledges that the Owner shall then be entitled (without prior notice) to adjust the rate upon which VAT is levied accordingly;
- b. The accommodation fee is payable before the first day of each month. Where the lodger moves in during January 2021, a pro-rata amount based on the number of days that the lodger occupies a room for that month will be due and payable by the lodger in the first month. Thereafter, clause 4(a) applies;
- c. The total monthly accommodation fee includes an amount payable towards the use of a room per student and also includes the cost of utilities. To the extent that the consumption incurred in respect of the utilities exceeds the amount provided for within the accommodation fee, the Owner reserves the right to increase the accommodation fee to recover such differential amount from the Lodger;
- d. The accommodation fee shall be payable by direct deposit or by electronic funds transfer or by credit card or by swipe card or by debit order in terms of the Mandate attached hereto marked annexure C;
- e. For each payment which the Lodger makes after the due date, the Lodger must pay the Owner interest at the minimum of Prime + 2% or the maximum of rate allowed by law. Interest will accrue daily;
- f. The Lodger agrees and accepts that it shall be responsible for the accommodation fees (as prescribed in clause 1(e) and clause 4(a)) as from the commencement date (as contemplated in clause 1 (d)), notwithstanding the fact that the Lodger may elect to commence utilisation of the Accommodation at a date thereafter. Accordingly, the commencement date (as contemplated in clause 1(d)) shall be the date upon which the Lodger is deemed to be liable for the accommodation fees. In the event that the Lodger is granted permission and consent to commence utilisation of the Accommodation prior to the commencement date, then in that event Clause 4(b) above shall be applicable for the period prior to the commencement date;
- g. **Booking Fee**
 - i. In the event that a Lodger wishes to secure the accommodation in advance, for the academic year commencing in 2021, such accommodation can be secured by the Lodger on a provisional basis subject to payment of the Booking Fee, referred to in clause 1(h), by no later than the 31st December 2020. Where the Lodger has selected West City accommodation for 2021, the Booking Fee referred to in clause 1(h) should be paid by no later than the 28th of February 2021.
 - ii. The Booking Fee shall not in any way preclude the Lodger from its obligations to the Owner in relation to the payment of the Accommodation Fee, Administration Fee and the Security Deposit referred to respectively in this clause 4, and clauses 5 and 6;
 - iii. The accommodation shall only be finally secured in favour of the Lodger subsequent to payment of the Administration Fee, Security Deposit and First Month's Accommodation Fee, which amounts have been referred to respectively in this clause 4, and clauses 5 and 6;
 - iv. Subsequent to the Lodger having complied with the provisions of sub clauses 4(g)(i), 4(g)(ii) and 4(g)(iii) above, the Lodger shall be entitled to have the Booking Fee set off against the Accommodation Fees due by the Lodger for the month of March 2021 and in the case of a West City Lodger, April 2021.
 - v. In addition to the aforesaid and subject to the Lodger having complied with sub clauses 4(g)(i), 4(g)(ii) and 4(g)(iii), the Lodger shall be entitled to have the Administration Fee (referred to in clause 1(f)) credited to its account in relation to Accommodation Fees prior to vacating the

Accommodation in accordance with clause 11;

- vi. The Lodger agrees and acknowledges that it shall only be entitled to the set off referred to in clause 4(v) above, in the event that it has not terminated this agreement (for any reason of whatsoever nature) at any time subsequent to the Commencement Date and prior to the 1st of March 2021 or for West City Lodgers, the 1st of April 2021. In the event that this agreement is terminated for any reason of whatsoever nature at any time subsequent to the Commencement Date and prior to 1st of March 2021 or for West City Lodgers, the 1st of April 2021, then in that event the Lodger shall be precluded from the benefit of the set off as contemplated in clause 4(iv) above;

h. Discounts and Special Rates Applicable to Advance Payments of Accommodation Fees

- i. Lodgers shall be entitled to prepay their Accommodation Fees, either on an annual basis (For the full academic year commencing in 2021) ("Annual Prepayment"), alternatively on a semester basis (for either the first or second semester of the 2021 academic year) ("Semester Prepayment"), in which event the following discount structure on Accommodation Fees shall become applicable to such Lodger:

- i. **Annual Prepayment:**

- Subject to the proviso that the total amount of the Accommodation Fees which are applicable to Annual Prepayment (in accordance with clause 4(h)(i)) are pre-paid by the Lodger by no later than the 15th of February 2021, the Lodger shall be afforded a discount of 3.5% on the total amount of such Annual Prepayment.

- ii. **Semester Prepayment**

- Subject to the proviso that the total amount of the Accommodation Fees which are applicable to Semester Prepayment (in accordance with clause 4(h)(i)) are pre-paid by the Lodger by no later than the 15th of February 2021 in respect of the first semester, or the 1st of July 2021 in respect of the second semester, the Lodger shall be afforded a discount of 1.75% on the total amount of such Semester Prepayment.

- ii. **Special Conditions Applicable to Annual and Semester Prepayment:**

- i. The Lodger agrees and acknowledges that the discounts applicable to Annual and Semester Prepayment are conditional upon this agreement subsisting for the full periods prescribed in clauses 4(h)(i) above, in relation respectively to Annual and Semester Prepayment.
 - ii. In this regard, the Lodger agrees and acknowledges that should this agreement terminate or be cancelled (for any reason of whatsoever nature) prior to the respective periods prescribed in clauses 4(h)(i) above (relating specifically to Annual and Semester Prepayment), then in that event the discounts referred to in clauses h(i) above shall be forfeited by the Lodger and shall forthwith become due, owing and payable by the Lodger to the Owner.
 - iii. In order to give effect to the aforesaid, and in the event that this agreement is cancelled and or terminated for any reason of whatsoever nature, prior to the periods prescribed in clauses 4(h)(i) above, then in such event the Lodger acknowledges and agrees that the Owner shall be entitled to either invoice the Lodger for the discounted amount in relation to the Annual and or Semester Prepayment, alternatively to deduct such amount from any refund of Accommodation Fees that may be due to the Lodger by the Owner.
 - iv. The provisions of clause 4(g) above shall be applicable to this clause 4(h) in so far as a Booking Fee has been paid by the Lodger pursuant to Annual or Semester Prepayment.

5. Administration Fee

- a. On signature of this Agreement, and if so required by the Owner, the Lodger agrees to pay a non-refundable, once-off fee to the Owner in the amount contemplated in clause 1(f) above. The Owner shall at its election be entitled to waive the provisions of this clause 5.
- b. In addition to the aforesaid, the Owner may from time to time be entitled to levy an additional administration fee in the amount of R 100.00 per letter or notice dispatched by the Owner to the Lodger in pursuance of the provisions of clauses 11 and 12 below.

6. The Security Deposit

- a. The Lodger agrees to deposit with the Owner the amount of one month's accommodation fee as a security deposit, payable to the Owner subsequent to the signature date hereto but prior to the commencement of the accommodation period, which security deposit shall be held by the Owner against any breach or non-performance of this agreement or any part hereof by the Lodger, including but not limited to the application of the security deposit by the Owner, in whole or part, in meeting any payment due by the Lodger to the Owner during the Accommodation Period or subsequent to the termination of this agreement, or against any damage to the Accommodation or any part of the Owner's property which has been caused by the Lodger or by anyone who the Lodger allows to access to the Owner's property.
- b. The Lodger shall not deduct the security deposit or any part thereof from the accommodation fees payable during any month of the agreement.
- c. At any time during the accommodation period, and subsequent to the security deposit or any part thereof having been applied by the Owner in terms of this clause 6, the Lodger shall upon demand by the Owner reinstate the security deposit to its original amount;
- d. Subsequent to the termination of this agreement in accordance with clause 11, the Owner shall refund to the Lodger, so much of the security deposit as has not been applied by the Owner in terms of this clause 6, together with all interest accrued thereon as prescribed by the Estate Agents Affairs Act (as amended).
- e. If the deposit is insufficient to cover the amount required to cover such repairs or remedies as are permitted deductions under this Accommodation Agreement, the Lodger shall pay on demand such further sum as the Owner reasonably requires in order to cover the amount which the deposit would have otherwise covered.
- f. In the event of the Lodger failing to provide the Owner with the security deposit as contemplated in this clause 6 subsequent to signature hereto but prior to the commencement of the accommodation period, the Owner shall not be compelled to grant the Lodger occupation of the accommodation;
- g. The Owner shall be entitled at its election to waive the provisions of this clause 6.

7. The Lodger's Obligations

- a. The Lodger must:
 - i. Pay the Accommodation Fees at the time and in the manner agreed upon free of deduction;
 - ii. Sign and abide by the House Rules as set out in annexure E (a breach of which will constitute a breach of this agreement in terms of clause 12 below);
 - iii. Use the Accommodation solely in accordance with the terms and conditions of this agreement;

- iv. At all times maintain the Accommodation in a clean, tidy and sanitary state;
 - v. Leave the Accommodation in a clean, tidy and sanitary state after each use;
 - vi. Lock the Accommodation when going out to protect the security of the Owner's property and other Lodgers within the property;
 - vii. Permit the Owner (or the Owner's agents) to enter the Accommodation at any reasonable hour for purposes of providing services, such as cleaning of the Accommodation;
 - viii. Permit the Owner (or the Owner's agents) to obtain information relating to the Lodger's funding for education and accommodation, from third parties, including but not limited to tertiary education institutions, bursaries and funding schemes
 - ix. Ensure that any accounts set up in his name will be addressed to him personally and that all such accounts will be paid promptly and will be settled in full prior to the Lodger moving out of the Accommodation; and
 - x. Vacate the Accommodation at the end of the Accommodation Period and provide notice of the intention to vacate the accommodation via the Online System with valid banking details as referenced in clause 6 above and return any keys and access cards to the Owner.
- b. The Lodger shall not:
- i. Sell, hire out or remove any of the Contents;
 - ii. Deface or damage the Accommodation, the Contents or any part of the Owner's property;
 - iii. Play any musical instrument, live or electronic music, radio or television or engage in any other noisy or disruptive activity between such hours as the Owner may stipulate;
 - iv. Keep anything dangerous, explosive, combustible or flammable in the Accommodation;
 - v. Store any of his possessions in or on any part of the Owner's property other than the in Accommodation unless the Owner gives him permission to do so.
 - vi. Keep any animals in the Accommodation without the Owner's prior written permission.
 - vii. Permit any third party to use the Accommodation, otherwise than explicitly provided for by this Accommodation Agreement, the House Rules or as consented to by the Owner or any of its assigns or representatives.
 - viii. Do or permit or omit to be done anything which might endanger any persons present at the accommodation at any time; and
 - ix. Cede or assign to any persons, any rights or obligations of the Lodger in terms of this agreement;

8. The Owner's Obligations

- a. The Owner shall:
- i. Provide the agreed upon Accommodation to the Lodger for purposes of the non-exclusive use of such Accommodation by the Lodger, in such part of the Owner's property as the Owner may determine; and
 - ii. Ensure that the Accommodation is in a good clean condition immediately before the Lodger is given access thereto and that the Accommodation is in such condition for the duration of the Accommodation Agreement.
- b. In addition, the following services and facilities are provided to the Lodger:
- i. Introduction to the Accommodation and a key hand-over;
 - ii. Cleaning of the Accommodation before and during the stay;
 - iii. Housekeeping and maintenance (upkeep of the Accommodation);
 - iv. Check-out and collection of keys;
 - v. Wi-Fi Internet Access, on a best effort's basis, provided that the lodger's account is up to date and where applicable the mandatory health checks are completed timeously as directed;
 - vi. A laundry facility which shall be made available to the Lodger for use at its sole election, risk and cost;
 - vii. A guarded security service of the Accommodation and common areas, to be operational 7 (seven) days a week, which security service shall include closed circuit television monitoring;
 - viii. Access to an onsite Residence Manager and/or Residence Team;
 - ix. Access to an onsite convenience store facility, for use at the Lodger's sole election and cost where available; and
 - x. Any other services requested by the Lodger and which the Owner has agreed, in writing, to provide.

9. Liability of the Owner

- a. The Lodger hereby indemnifies and holds harmless the Owner from and against any and/or all claims, losses, costs, charges, expenses, damages and liabilities of whatsoever nature howsoever arising which the Lodger may incur, pay or sustain in connection with the Lodger's occupation of the Accommodation, including, all costs and expenses brought about in connection with any such loss or damage.
- b. In amplification of clause 9a above, the Lodger specifically and without limitation, hereby indemnifies the Owner in full from any loss or damage (irrespective of the nature thereof) suffered by the Lodger as a consequence of any services rendered by the Owner or any third party service provider to the Lodger (or as the case may be, to the Owner, or the Accommodation) or the disruption, interruption and/or cancellation thereof, either prior, during or subsequent to the currency of this agreement.
- c. To the extent possible and applicable and without derogating from the aforesaid, and furthermore without admitting liability of any nature, the Owner shall use its best endeavours to mitigate any loss or damage suffered by the Lodger in terms of this clause 9 and shall furthermore render reasonable assistance (not necessarily financial assistance) to the Lodger in pursuing any potential claims against any third parties.
- d. For purposes of this clause 9:
- i. "services" shall include but not be limited to the services provided to the Lodger and/or the Accommodation in terms of: the Utilities; Internet Access; Laundry; Security; Dietary; Housekeeping and Maintenance; water; electricity; sewage; refuse removal; hygiene and sanitation; and

- ii. Shall be deemed to be “services” irrespective of whether such services have been rendered or provided by the Owner; any municipal or governmental department or any other third party, irrespective of the nature, status or legal capacity of such third party;

10. Guests of the Lodger

- a. The Lodger may invite any person (“guests”) other than any who have been barred by the Owner from visiting the property into the Accommodation, provided that such guests must comply with any signing in and out procedures, which may be prescribed from time to time by the Owner.
- b. All Guests are required to leave by midnight unless prior permission has been given by the Owner for them to remain longer. Permission is given at the sole discretion of the Owner and its decision is final.
- c. A guest may only stay in the Accommodation overnight if the Owner gives permission for this to occur, and subject to any additional requirements or formalities as prescribed or required by the Owner from time to time. Permission is given at the sole discretion of the Owner and its decision is final;
- d. If the Lodger has unauthorised Guests, he or she will be deemed to be in breach, which may result in termination of this Accommodation Agreement.
- e. All guests shall be subject to the duties and obligations applicable to the Lodger in terms of this agreement. The Lodger must take responsibility for the good conduct and behaviour of all guests and must repay to the Owner for any costs which the Owner incurs in repairing any damage caused by guests. In this regard the provisions of clause 6 are applicable to this clause 10(e). In order to give effect to the provisions of this clause, the Student irrevocably binds itself in rem suam for any liabilities of the Guest in favour of the Owner, irrespective of the nature or cause thereof.
- f. The Student hereby irrevocably indemnifies the Owner against any liability occasioned as a consequence of any behaviour attributable to the guest whilst on the Property, irrespective of the nature or cause of such liability, including but not limited to any third party liability of whatsoever nature.

11. Termination

- a. This Accommodation Agreement may be terminated by either party giving 1 (one) Month’s written notice, via the online system as described in clause 7 (x) above, to the other party of their intention to terminate;
- b. The parties agree that the Notice referred to in clause 11(a) may only be furnished by either party to the other party on the last day of any particular month during which this agreement remains of force and effect and notwithstanding the actual day upon which either party may have furnished notice to the other party in terms of this clause 11, same shall be deemed to have been received on the last day of the month in question.
- c. In the event that the Lodger furnishes the notice contemplated in clause 11(a) on any day other than the last day of the month and in the event that the Lodger vacates the Accommodation prior to the last day of the subsequent month, the Lodger shall in that event be liable to the Owner for a pro rata portion of the Accommodation Fees calculated from the date of vacation in a particular month to the last day of the said month.
- d. Upon termination of this Accommodation Agreement, the Lodger must immediately leave the Accommodation and remove his or her belongings from within the Accommodation – or anywhere else on the Owner’s property.
- e. If the Lodger fails to comply with the above clause, the Owner may take all steps necessary to immediately remove the Lodger and his or her belongings.
- f. In the event of the Lodger vacating the accommodation prior to furnishing the Owner with the requisite notice period in terms of clause 11(a), the provisions of clause 6 shall at the Owners election become applicable, this however shall not preclude the Owner from pursuing any other remedies available to it in law for the recovery of any monies payable to the Owner by the Lodger in terms of this agreement or in the pursuance of any claims for damages against the Lodger;

12. Special Remedy for Breach

- a. Notwithstanding clause 11(b), in the event that the Lodger defaults in any payment due under this accommodation agreement or breaches any other terms, and fails to remedy such default or breach within 7 (seven) Days after receiving a final written demand that it be remedied, the Owner may without further notice:
 - i. cancel this agreement with immediate effect;
 - ii. take back possession of the accommodation;
 - iii. have a common law right to retain the Lodger’s movables to ensure payment of his or her Accommodation Fees;
 - iv. recover damages from the Lodger for the default or breach and the cancellation of this agreement; and
 - v. retain the security deposit as contemplated in clause 5 above (to the extent allowed by South African Law) as a pre-estimate of damages suffered by the Owner as a consequence of this agreement being terminated by the Owner by virtue of any breach of this agreement by the Lodger;
- b. This will not affect any other rights or remedies the Owner might have in terms of any other provision of this agreement or in law.
- c. This Clause 12 does not exclude the ordinary lawful consequences of breach (except those that are expressly excluded by any of the other provisions of this agreement) and in particular any right of cancellation of this agreement on the ground of a material breach going to the root of this agreement.

13. Domicilia Citandi Et Executandi

- a. The parties choose as their domicilia citandi et executandi (“domicilium”) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, their respective addresses as appear in clause 1(c)(i) and clause 1(c)(ii) above:
- b. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
- c. Any party may by notice to any other party change the physical address chosen as its domicilium vis-à-vis that party to another physical address where postal delivery occurs or e-mail address, provided that the change shall become effective vis-à-vis that addressee on the seventh business day from the receipt of the notice by the addressee.
- d. Any notice to a party:
 - i. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its domicilium to which post is delivered shall be deemed to have been received on the seventh business day after posting (unless the contrary is proved);
 - ii. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium shall be deemed to have been received on the day of delivery; or

- iii. been received on the date of despatch (unless the contrary is proved); or
- iv. sent by e-mail to its chosen e-mail address shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- e. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicile.
- f. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002, are expressly excluded from this agreement in this regard, and data messages (as defined in that Act) are excluded as a valid form of notice in terms hereof.
- g. Notwithstanding clause 13(f) above, the Lodger accepts and acknowledges that the Owner may from time to time send SMS notifications to the Lodger or the Payer

14. General

- a. This is the entire agreement between the parties pertaining to the subject matter hereto;
- b. No variation or consensual cancellation of this agreement will be of any force unless reduced to writing and signed by both parties.
- c. No extension of time or indulgence must be interpreted as a waiver of any right in terms of this agreement that one party may have against the other.
- d. The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time
- e. This agreement shall be governed and interpreted in terms of the Laws of the Republic of South Africa;
- f. The rule of construction that the agreement shall be interpreted against the party responsible for the drafting and preparation of same shall not apply;

ANNEXURES TO THIS AGREEMENT

"A" - Accommodation 2021

"B" - Room Inventory Checklist 2021

"D" - Suretyship 2021

"E" - Student Handbook and House Rules 2021

I KARABO KOMANE , THE LODGER IN THIS AGREEMENT, CONFIRM AND ACCEPT THAT I FULLY UNDERSTAND THE CONTENT OF THIS AGREEMENT AND THE ANNEXES HERETO AND THAT THIS AGREEMENT IS DRAFTED IN A LANGUAGE IN WHICH I CAN FULLY COMPREHEND;	DATE OF ELECTRONIC SIGNATURE: 2021-03-03 14:55:34
I KARABO KOMANE . THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY, FREE OF UNDUE INFLUENCE AND AS A RESULT OF MY OWN FREEWILL AND DESIRE;	DATE OF ELECTRONIC SIGNATURE: 2021-03-03 14:55:34
I KARABO KOMANE . THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF MY PAYMENT OBLIGATIONS TO THE OWNER PURSUANT TO THIS AGREEMENT AND PARTICULARLY THOSE PRESCRIBED IN CLAUSES 3, 4, 5 AND 6 HEREOF.	DATE OF ELECTRONIC SIGNATURE: 2021-03-03 14:55:34
I KARABO KOMANE . THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE CIRCUMSTANCES UPON WHICH THIS AGREEMENT MAY BE TERMINATED AND THE SPECIFIC TIME PERIODS RELATED THERETO, MORE PARTICULARLY THOSE PRESCRIBED IN CLAUSE 11 HEREOF.	DATE OF ELECTRONIC SIGNATURE: 2021-03-03 14:55:34
I KARABO KOMANE . THE LODGER IN THIS AGREEMENT, CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT PERTAINING TO BREACH AND CANCELLATION AND THE CONSEQUENCES AND REPERCUSSIONS ASSOCIATED THERETO, MORE PARTICULARLY THOSE PROVISIONS REFERRED TO IN CLAUSE 11 AND 12 HEREOF.	DATE OF ELECTRONIC SIGNATURE: 2021-03-03 14:55:34

SIGNED BY PARTIES AS FOLLOWS:

Owner's Signature: Owned by: Respublica Student Living (Pty) Ltd Managed by: Respublica (Pty) Ltd Lizwi Mchunu (Who, if signing, warrants that he/she is duly authorized thereto)	Place The Fields	Date 2021-03-03 14:55:34
 KARABO KOMANE (Who, if signing, warrants that he/she is duly authorised thereto)	Place The Fields	Date 2021-03-03 14:55:34

ANNEXURE "A" - Accommodation

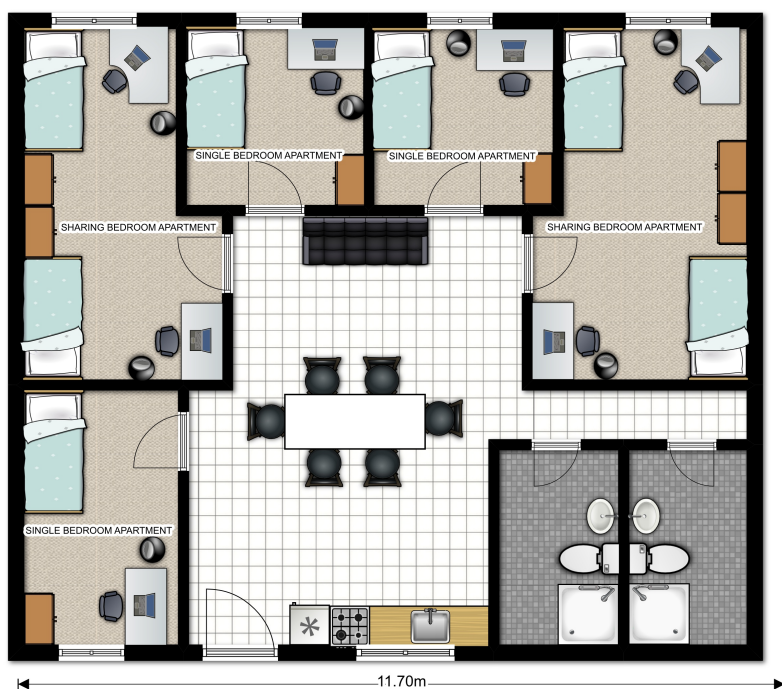
Type of Living Unit			Options				
Accommodation	Defined as		Single Room	Shared Room	Bunked Room	Single Room with E/S	Shared Room with E/S
			B1	B2	BK1	BES1	BES2
	Bedroom	Living Unit consisting of 1 or 2 beds, In certain instances, the unit includes a bathroom(s).	B1: Rooms: 1 Beds: 1 Study desk: 1 Bathroom: Communal Kitchenette: Communal	B2: Rooms: 1 Beds: 2 Study desk: 2 Bathroom: Communal Kitchenette: Communal	n/a	BES1: Rooms: 1 Beds: 1 Study desk: 1 Bathroom: E/S Kitchenette: Communal	BES2: Rooms: 1 Beds: 2 Study desk: 2 Bathroom: E/S Kitchenette: Communal
	Apartment	A living unit consisting of multiple rooms; Each room consists of single, sharing or bunked bed options; The unit includes a communal kitchen and bathroom(s).	A1: Rooms: 1 Beds: 1 Study desk: 1 Bathroom: 2 per Apartment Kitchenette: In Apartment	A2: Rooms: 1 Beds: 2 Study desk: 2 Bathroom: 2 per Apartment Kitchenette: In Apartment	ABK2: Rooms: 1 Beds: 2 (bunked) Study desk: 2 Bathroom: 2 per Apartment Kitchenette: In Apartment	AES1: Rooms: 1 Beds: 1 Study desk: 1 Bathroom: E/S Kitchenette: In Apartment	AES2: n/a
	Studio	Living Unit consisting of 1 to 4 beds, The unit includes a communal kitchen and bathroom(s)	S1: Rooms: 1 Beds: 1 Study desk: 1 Bathroom: 1 per Studio Kitchenette: In Studio	S2, S3, S4: Rooms: 1 Beds: 2-4 Study desk: 2-4 Bathroom: 1 per Studio Kitchenette: In Studio	n/a	n/a	n/a

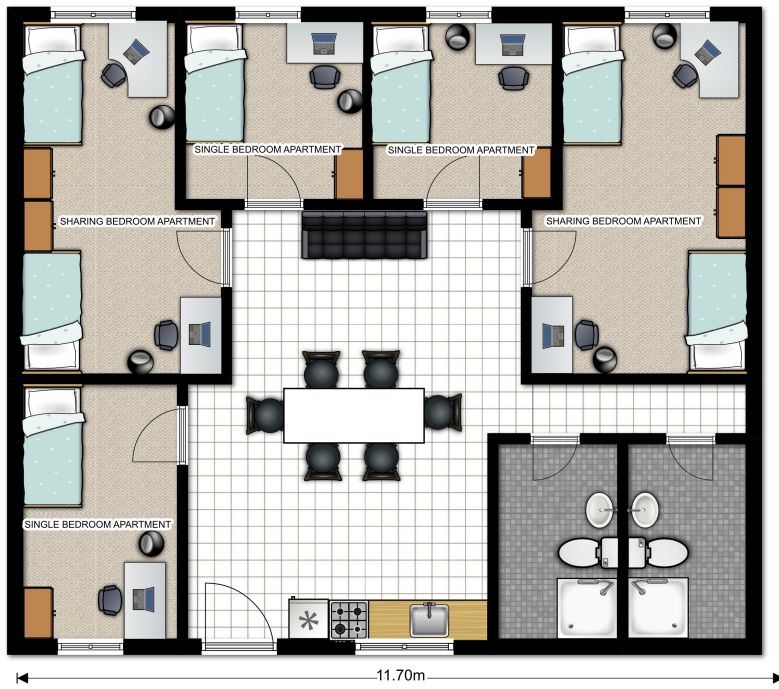
Apartments at The Fields range from 4-sharing to 7 sharing apartments which include a combination of single and shared rooms. Each apartment has 2 bathrooms and an equipped kitchenette / communal living area.

Room Details

Unit Type	Apartment
Total rooms per unit	3-4
Single rooms	2-3
Sharing rooms	1-2
Bunked rooms	
Total students per unit	Between 4 & 7
Bathrooms	2
Kitchenette / living area	1

Layout / configuration





ANNEXURE B: Inventory Checklist:

Student Full Name	KARABO KOMANE	SM ID	21916685
Residence Name	The Fields	Room Number	FLDS-1001Da
Description	Room check not completed.		

CHECKLIST

IMPORTANT:

By appending its signature hereto, the Lodger agrees, acknowledges and accepts that it shall not be accompanied by the Owner or any of the Owner’s representatives when completing the Room Inventory Checklist. The Owner however reserves the right to have the Accommodation checked by any of its representatives prior to occupation of the Accommodation by the Lodger. The Lodger irrevocably waives any claims that it may have against the Owner (or any of its Representatives, Agents, Assigns, Employees or Directors) as a consequence of the aforesaid and indemnifies the Owner in full against any claims of whatsoever nature which may be occasioned as a consequence thereof.

ANNEXURE C – Debit Order mandate

A. Authority

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

To (Name of the beneficiary):	Respublica Student Living (Pty) Ltd
Amount (as per clause 1(e):	R 4,300.00
Abbreviated name as registered with the bank:	Respublica
Beneficiary Address	Building One, Silver Stream Business Park, 10 Muswell Road, Bryanston, Johannesburg

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

I/We hereby authorize you to issue and deliver payment instructions to your banker for collection against my/our above-mentioned account at my/ our above-mentioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the agreement, and commencing on or about the **25th Mar** and continuing until this authority and mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

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

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

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

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

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

B. Mandate

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

C. Cancellation

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

D. Assignment

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

Signed at **The Fields** on this day of

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

OFFICE USE ONLY

Agreement reference Number	SMID	BED NUMBER
Owner Sign Off		

ANNEXURE “E” – Student Handbook & House Rules

STUDENT HANDBOOK & HOUSE RULES	
Student Name and Surname	KARABO KOMANE
SM ID	21916685
Student SA ID Number / Passport Number	9604075852087
Residence Name	The Fields
Room Number	FLDS-10010a
I, KARABO KOMANE, THE LODGER IN THIS AGREEMENT, CONFIRM AND ACCEPT THAT I FULLY UNDERSTAND THE CONTENT OF THIS AGREEMENT AND THE ANNEXES HERETO AND THAT THIS AGREEMENT IS DRAFTED IN A LANGUAGE IN WHICH I CAN FULLY COMPREHEND.	
Date: 2021-03-03 14:55:34	

1. Introduction

Welcome to Respublica, it is important both to us, and to you, that the living environment within the residence is not only safe and secure, but also provides an atmosphere conducive to effective study, and respectful community living. The purpose of this handbook is to set out guidelines, rules and regulations which will ensure a harmonious environment for all Lodger in which they can live, learn and excel in all spheres of student life. Please ensure that you read and understand these carefully. Please ask Residence Staff if you are unsure of anything contained in this handbook, or how it relates to you personally. Please note that the Owner, and its designated agents, reserves the right to amend the Residence Rules at any time, and insist that such amendments are adhered to by all residents.

2. Safety and Security

a. General

The Owner, nor its designated agent, cannot be held responsible for any losses that you may incur whilst residing in our buildings. Please keep your room locked at all times and ensure that windows are fully closed when you are not present in your room. The key for your room must never be given or lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify your room and the building. It is the responsibility of the Lodgers to keep their personal possessions safe and their rooms and cupboards locked at all times.

b. Personal Safety

Residences have been developing state of the art security measures to ensure the safety of you and your belongings. By taking a few simple precautions, you can help to support and maintain the security of the site as well as your own personal safety when outside the residence. Staying safe is all about following a few common-sense guidelines. Read the following tips, which could make all the difference:

- i. Burglaries may occur when a door has been left open - lock up whenever you go out;
- ii. Be careful who you let in or who follows you into the building - lock your room door even if you are only going down the corridors;
- iii. Mark your property with the initials of your university (e.g. UJ, WITS, etc.) and your student ID number - this makes it harder for a burglar to sell stolen goods and can help the police to return items to you.
- iv. Criminals are after an easy target - walk in groups at night or travel by taxi;
- v. If possible, use cash-machines during the day - put your card and cash away and be vigilant - never write down your PIN;
- vi. After a night out, arrange to go home with friends, or in a taxi;
- vii. To prevent spiking, don't leave drinks unattended;
- viii. Be vigilant when using your mobile phone - if your phone is stolen, call your network to immobilise it; and
- ix. Protect yourself with insurance - keep lists of the make, model and serial numbers of your electronic items to help police track them down if they are stolen;

c. Property Safety

- i. Make a list of your personal property including identifying serial numbers and the name of the manufacturer;
- ii. Record the number of all credit cards and bank accounts. Also, keep the phone numbers of these companies and banks in a safe location so you can notify them if your cards or cheque books are lost or stolen;
- iii. Keep money and valuables in a secure place;
- iv. Do not keep excess amounts of cash in your room;
- v. Be alert to the presence of strangers in non-public areas (all resident floors) and report their presence to a staff member;
- vi. Keep your room locked whenever you leave, even if you intend to return shortly;
- vii. In the event that you are a victim of a theft, notify any staff member. Filing a report with the police is encouraged and recommended so you can file an insurance claim if necessary;
- viii. Garments in laundry machines should not be left unattended. Residents are responsible for all personal belongings in the laundry room and anywhere else on the premises;
- ix. Insist on seeing identification for any person you do not know seeking access to your room; and
- x. Do not leave messages on your door or voicemail indicating when you are out or will not be in your room.

d. Fire Alarms and Evacuation

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

- i. Evacuate the building in an orderly manner via the nearest escape route.

- ii. The green emergency exit signs placed in the corridors and common areas of the building indicate these routes. Do not use elevators; and
- iii. Once you have left the building please head straight to the Fire Assembly Points, located as follows:
 - Parking area of the building near the gate; and
 - Communal garden area of the building

In the event of an evacuation, no Lodger shall re-enter the building without the permission of The Owner, or its designated agent or Fire Brigade officers present.

e. Fire Prevention

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

- i. When cooking, please stay within the vicinity of the stove or microwave in use
- ii. While cooking your food, please keep the living unit door closed where applicable
- iii. Do not use candles, incense, oil burners or anything with a naked flame.
- iv. Keep fire doors closed and corridors free from clutter at all times, as this will aid your escape should fire break out.

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

3. Visitor Policy

a. General Rules

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

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

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

- i. SA National ID Document;
- ii. Valid and unexpired national Passport;
- iii. Valid Student ID where available; or
- iv. Driver's License

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

Number of Guests

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

b. Visiting Hours

c. Visiting Hours are as follows:

- i. Visitors are allowed access into the building from 9am to 9pm on a daily basis; and
- ii. All visitors are required to vacate the building by no later than 12pm (midnight) every day.

c. Access to Facilities

Visitors are not allowed entry into the, gymnasium, laundry area or computer lab. Any visitor found in these areas will be requested to leave the building immediately and will be barred from entering the building again for 6 months.

d. Subletting / Squatting

- e. No room may be sub-let for any reason whatsoever by the lodger. Under exceptional circumstances and at the sole discretion of the Owner, or its designated representative and subject to such additional formalities and requirements that the Owner, or its designated agent may from time to time implement, visitors may be allowed to stay over. A relevant nightly rate and sign off are mandatory and non-negotiable and each request will be evaluated on a case by case basis. Rooms may only be shared by the same gender individuals.

4. Prohibited Conduct: Dismissible Offences

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

- i. Any Lodger found to be in contravention of the Drugs and Drug Trafficking Act no 140 of 1992 whilst on the Owner's premises;
- ii. Any Lodger suspected of being in possession of illegal substances (either on or off the premises);
- iii. Any Lodger suspected of being in possession of alcohol whilst on the premises;
- iv. Tampering with fire equipment;
- v. Tampering with network related devices;
- vi. Physical assault or violence (including rape or attempted rape, either on or off the premises);
- vii. Any Lodger found to be in contravention of the Protection from Harassment Act 17 of 2011;

- viii. Any Lodger found to be in contravention of the Sexual Offences Act 23 of 1957;
- ix. Any Lodger suspected of theft;
- x. Any Lodger suspected of being in possession of a firearm or any other dangerous weapon whilst on the premises; Any lodger found to be in contravention of the firearms control Act 60 of 2000; Any Lodger suspected of being in possession of fireworks or other explosive devices whilst on the premises;
- xi. Making a fire in any area of the building not designated for such purpose, and/or without prior permission from Management.

If a lodger is expelled from the building, the Owner, or its designated agent will notify the Lodger's parents/guardian, the Lodger's tertiary institution, and the Lodger's bursar, if applicable. The police may be notified if appropriate. As a result of the expulsion, the Bursar has the right to terminate the Lodger's bursary or Lodger loan.

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

5. Disciplinary Process and Procedures

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

Offense	Contravention	1st Offence	2nd Offence	3rd Offence	4th Offence
Level 1	1. Minor contraventions of House Rules	Verbal Warning (Recorded)	First Written Warning	Final Written Warning	Expulsion
	2. Violation of quiet times				
	3. Disturbing the peace				
	4. Contravention of visitors policy				
	5. Not adhering to safety curfews when applicable*				
Level 2	1. Smoking in a non-smoking area	First Written Warning	Final Written Warning	Expulsion	
	2. Abuse of stoves and appliances				
	3. Tampering with building wiring or other devices or equipment				
	4. Failure to comply with cleanliness and maintenance standards within the living unit or communal spaces				
	5. Use or possession of unauthorised appliances				
	6. Not adhering to physical distancing protocols when required*				
	7. Using a private VPN				
	8. Spitting in public areas				
Level 3	1. Vandalism - no permanent damage, cost covered by student	Final Written Warning	Expulsion		
	2. Possession of alcohol				
	3. Being drunk on site				
	4. Refusal to comply with direct staff instruction				
	5. Bringing the brand into disrepute				
	6. Making false, unsubstantiated accusations against the brand through verbal or written mediums				
	7. Squatting				
	8. Falsifying a health screen *				
	9. Sleep out of the residence without the written permission from the Residence Manager when required *				
Level 4	1. Possession of illegal narcotics	Expulsion			
	2. Being under the influence of drugs on site				
	3. Tampering with fire equipment				
	4. Making a fire in any area of the building not specifically designated as such, or without prior written consent from management				
	5. Physical assault or violence				
	6. Possession of firearm or fireworks				
	7. Theft				
	8. Not declaring a Covid-19 positive result*				
	9. Know Covid-19 infection not abiding to isolation rules*				
	10. Bringing or Consuming of Alcohol at Residence				
	11. Not wearing a face mask in public areas when deemed mandatory*				
	12. Any person purposefully compromises and or interferes with Republica's health protocols regarding Covid-19*				

* = denotes a requirement which may be specifically related to the COVID-19 pandemic and its associated protocols

- a. Record of all Verbal warnings will be signed by the student concerned, and Residence Staff and will be placed on the Lodger's file
- b. All written warnings will be signed by the Lodger concerned, and Residence Staff and will be placed on the Lodger's file.
- c. A penalty fee of R250 will also be levied against the student's account for each warning, written or verbal, issued
- d. Failure to acknowledge either verbal or written warning will cause the specific offense to be increased by one frequency increment. (i.e. 1st Offence is automatically treated as 2nd Offence, 3rd Offence automatically treated as 4th Offence etc.). The effect of this is that the Lodgers lack of cooperation results

in them being one offence CLOSER to expulsion.

- e. In the event of a Lodger's expulsion from the Residence, the lodger shall have four hours (4hours) to vacate the residence from the time that he or she is instructed to do so by Residence staff. Failure to adhere to this will be considered trespassing.
- f. A lodger who has been expelled from the Residence may appeal their expulsion within 30 days of such occurrence. This may only be done in writing, either in hardcopy or via email, addressed to the Residence Manager. Such appeal will be read and duly considered by:
 - i. Residence Staff
 - ii. The Owner, or its designated representative
 - iii. Relevant Tertiary Institution
 - iv. The lodger's funder / bursar
 - v. A written response will be sent to the lodger addressing the outcome of their appeal.
 - vi. This response is final and no further appeal or discussion is permissible after this point.
- g. Upon expulsion of a Lodger, the Owner, or its designated agent will notify that Lodger's:
 - i. Parents
 - ii. University
 - iii. Bursar / Funder
 - iv. SAPS (if the offence is deemed to be a criminal one).

6. Staff and Residence Assistants

6.1 Staff

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

a. Residence Manager

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

Residence Name	Residence Manager	Email
The Fields	Lizwi Mchunu	lizwi@respublica.co.za
Urban Nest	Chricelda Mpeke	chricelda@respublica.co.za
Saratoga Village	Minky Molefe	minky@respublica.co.za
West City	Moeketsi Setebe	moeketsi@respublica.co.za
Eastwood Village	Zoraya Joel	zoraya@respublica.co.za
Yale Village	Refilwe Matabane	Refilwem@respublica.co.za
Hatfield Square	Casper Selemela	casper@respublica.co.za
Princeton Village	Lebo Molefe	lebo@respublica.co.za
Lincoln House	Yolandi Griessel	yolandi@respublica.co.za
Roscommon House	Richard Hoskins	richard@respublica.co.za
West City Plus	TBC	

b. Cleaning & Maintenance Staff

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

c. Security Team

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

d. Residence Fellows

The Residence Fellows (Fellows) are responsible for the general well-being of the Student Body within the residence. The Fellow's duties are varied, but are mainly:

- i. Communication with Lodgers
- ii. Coordination of events and operational procedures
- iii. Liaising with Residence Anchors

- iv. Enforcement of House Rules
- v. Provides feedback from Lodgers to Management

e. Residence Anchors (RA's)

The RA's are live-in Lodgers who are committed to the personal and academic success of our residents. They strengthen the sense of community through leadership, programming, policy enforcement and effective communication between all parties.

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

7. Care of Premises and Conduct

a. Care of Buildings, Common Areas and Rooms

You must keep your room clean and tidy at all times. All residents shall be jointly and individually responsible for keeping the residence premises clean and neat, and the Residence Staff shall ensure that this is done.

- i. The walls should not be damaged when pictures, portraits or paintings are put up on the walls of the recreation halls, sitting rooms and bedrooms. This includes, but is not limited to; nails, hooks, Prestik or two-sided tape.
- ii. No fixed features, e.g. bookshelf, desks, mirrors, etc. may be dismantled or relocated.
- iii. Each resident is responsible for his/her own room and the room should be in the same condition on evacuation as the way it was received. No unauthorized Lodger may enter the room of another unless that Lodger is in the room.
- iv. When a resident moves into a room, he/she must notify the Owner, or its designated agent registration staff immediately if anything in the room is not in a good condition. If the problem is not reported it will be assumed that he/she has found the facility in a good condition and with no defects. Thereafter, any breakage or damage shall be deemed to have been caused by the occupant. An inventory of the contents of the room and of any defects must be signed by the Lodger when he/she occupies the room.
- v. No vehicle spare parts, motorbikes and bicycles may be taken into the residence building, but they may be taken to places specifically intended for such vehicles or spare parts.
- vi. No Lodger may tamper with electricity or intercoms or any electrical appliances.
- vii. Ironing of clothing or linen is limited to the Laundry areas only.
- viii. Furniture, mattresses, cushions or equipment may not be removed from any room or communal area within the residence.
- ix. Under no circumstances may walls, floors, ceiling or doors be written on. No form of 'graffiti' will be allowed in or at any residence.
- x. No private parties or functions shall be allowed in the building.
- xi. No animals or livestock will be permitted on the property.
- xii. Respublica Staff reserves the right to have access to any room in the residence. Rooms may be spot checked at any time with a specific purpose. A lodger may be requested during this time to open his/her cupboard, bags or suitcases in this regard.
- xiii. Rooms shall be inspected on a regular basis to identify and attend to deficiencies, repairs and general maintenance.
- xiv. Residents are expected to empty all trash (kitchen and other), from their living unit and deposit all garbage in the black wheelie-bins provided at the end of each floor.
- xv. Residents shall under no circumstances hang their washing/clothes on and outside the residence windows, balconies or other areas outside of the designated drying areas.
- xvi. It is forbidden to litter.
- xvii. Residents are strictly forbidden from sitting on windowsills and hanging out of windows.
- xviii. The Residence is not affiliated with any political or religious bodies and this is to be respected at all times.
- xix. Fraternisation with staff members is not permitted.
- xx. The lodger is not permitted to trade any goods or services of good or services at the residence.

b. Water and Electricity Consumption

Included in your rental is an amount allocated for the use of water and electricity therefore use them sparingly. Use only the minimum electricity required. Please switch off all lights and electrical appliances when leaving the room. Switching off saves the environment, and diminishes risk of fire! The total monthly accommodation fee includes an amount payable towards the use of a room per lodger and also includes the cost of utilities. To the extent that the consumption incurred in respect of the utilities exceeds the amount provided for within the accommodation fee, the Owner reserves the right to increase the accommodation fee to recover such differential amount from the Lodger;

c. Vandalism

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

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

d. Open Fires

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

e. Cleaning

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

- i. Kitchen Area
 - Clean all counter surfaces, sink and stove
 - External surface of fridge and cabinets
 - Full clean of microwave
 - No washing of dishes will be carried out
 - The owner reserves the right to remove perishable items from the lodgers dwelling, as deemed necessary at their sole discretion
- ii. Bathroom Area
 - Full clean of all surfaces
 - Mop floor
 - Full clean of shower, basin and mirror
- iii. Floors and Windows
 - Internal window clean
 - Vacuum of floors and carpets

All Residents are expected to adhere to acceptable standards of maintenance and cleanliness within the rooms. Cleaning staff will report to management on condition of the rooms on a weekly basis, and any lodger deemed to be non-compliant with acceptable behaviour in this regard will be held accountable and may face disciplinary action or expulsion. All residents, when making use of communal areas, are expected to maintain these areas to high standards of cleanliness and exercise reasonable care for the facilities. After use, these areas are to be left in a clean and tidy state.

f. Appliances

The following appliances are not permitted in the building:

- i. Any electric or gas heater other than those prescribed by Management
- ii. Refrigerators, other than those specifically provided in the rooms
- iii. Any portable cooking devices (stoves, microwaves etc.) other than those provided
- iv. Television sets, unless permission is obtained from Management and/or Bursars

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

g. Offensive Odours

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

- i. Incense
- ii. Dirty Laundry
- iii. Dirty cutlery and crockery
- iv. General kitchen odours
- v. Cooking smells
- vi. Blocked drains

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

h. Posting and Decorating

- i. Doors: Posting or applying any item to either side of all entrance and room doors is prohibited
- ii. Windows: Nothing may be displayed or pasted on or in any window
- iii. Walls: Nothing may be applied to the walls in the living units that can damage the paintwork in any way. Any pictures or notices to be posted within the living units should be done on the soft noticeboards provided on the back of the desks, and should be fastened with the appropriate drawing pin products. Any poster put on any wall should be pasted with Prestik only. No hooks or nails of any nature are to be hung on any wall.
- iv. Posting: All postings in common areas must be approved by Management and must be submitted to the Management Office. Bulletin boards are provided in a few central locations throughout the building.
- v. Alterations in Living units: No changes may be made to any walls, cupboards, ceilings, window coverings, window panes or floors.
- vi. Common Areas: No posting of any sort may be made in any common area, nor may any alteration be made to any walls, cupboards, ceilings, window coverings, window panes or floors in these areas.

8. Compulsory Quiet Times

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

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

Quiet Hours are defined as:

- Sunday Night through to Friday Morning: 10pm to 7am
- Friday Night and Saturday Night: Midnight to 7am

A breach of the Quiet Hours Policy would be classified as any noise from any source which is audible from outside the room in which it is occurring. Courtesy Hours are applicable in various common areas throughout the building, and these are indicated via signs located in these areas. Lodgers are required to adhere to these Courtesy Hours.

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

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

9. Alcohol and Drugs

The building is a smoke-free zone. Smoking is strictly prohibited in all living units and common areas, except those that may be specifically designated for this purpose, and clearly marked as such

- i. The smoking of "Hubbly Bubbly" is strictly prohibited on the premises in its entirety.
- ii. No alcohol may be stored or consumed on the premises.
- iii. No illegal narcotics may be stored, grown, cultivated or used on the premises
- iv. No illegal narcotics may be purchased or sold on the premises by any lodger, or within a 1,500 metre radius of the property.
- v. Random searches, for drugs and alcohol, may be conducted at any time by the Owner's designated representative. These include personal searches (clothes, pockets, bags etc.) as well as living units searches (cupboards, beds, bookshelves, kitchens etc.). Lodgers are obliged to comply with these searches. Failure to do so will result in the lodger being deemed to have breached the rules with regard to alcohol and drugs and the necessary action will be taken.
- vi. The Owner, or its designated agent reserves the right to involve South African Police Services (SAPS) in any drug search or spot-check referred to in clause 9(v) above.
- vii. Any Lodger in contravention of the Alcohol and Drugs policy will be liable for immediate expulsion.

10. Firearms and Fireworks

The following applies to firearms and fireworks

- i. No firearms or dangerous weapons are allowed in the Residences.
- ii. Under no circumstance shall a firearm be carried on any person, be displayed or fired or stored in the residence.
- iii. Lodgers are not allowed to possess or handle any dangerous weapon, explosive or fuel on any premises. Threats of or pretending that any firearm or any other dangerous weapon, explosive or fuel is being used, is prohibited. Any Lodger making such threat will be deemed to be in contravention of this rule.
- iv. No fireworks or any other flammable substance, liquid, or explosive devices shall be kept on or detonated on the premises.
- v. Random searches may be conducted at any time by The Owner, or its designated agent's staff. These include personal searches (clothes, pockets, bags etc.) as well as living unit searches (cupboards, beds, bookshelves, kitchens etc.). Lodgers are obliged to comply with these searches. Failure to do so will result in the Lodgers being deemed to have breached the rules with regard to Firearms and Fireworks and the necessary action will be taken.
- vi. The Owner, or its designated agent reserves the right to involve South African Police Services (SAPS) in any search or spot-check referred to in clause 10(v) above.
- vii. Any lodger in contravention of the Firearms and Fireworks policy will be liable for immediate expulsion.

11. Politics

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

- i. External political organizations/activities are strictly prohibited in the residence.
- ii. Internal organizations such as soccer team, choir, etc. will only be allowed with prior permission and arrangement with the Residence Staff.
- iii. External political speakers or meetings will not be allowed on the residence premises, unless carried out in accordance with clause 14 below.

12. Pets and Animals

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

13. Trading

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

14. Speakers

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

15. Projects and Functions

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

16. Room Assignments

- a. The Owner or its designated agent, does not make room assignments based on race, nationality, ethnicity, religion, sexual orientation or disability.
- b. The Owner, or its designated agent assigns rooms on an all-male or all-female basis
- c. Building are fully co-ed, meaning that male and female Lodgers will reside on the same floors – but not in the same living units.
- d. Lodgers may advise Management if they have preference to share with a specific person. This request may be granted if practical, feasible, and considered appropriate by Management.
- e. Management are not obliged to make any changes to living unit allocations based on Lodger preferences.

17. Notice Boards

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

18. Illness and Medical Treatment

- a. Lodgers must inform Management if he/she is confined to bed due to illness.
- b. Obtaining and taking chronic or other medication is the Lodger's own responsibility.
- c. Medical services are not available at residences. All medical treatment remains the Lodger's own responsibility.
- d. Full details of doctors, hospitals, pharmacies and emergency services in the area are available at Security Reception.
- e. Communicable diseases must be reported to Management. Lodgers must leave the residence immediately after being diagnosed, up until such a time he/she is medically fit to return.

19. Maintenance Procedures and Reporting

- a. All maintenance issues should be reported in a maintenance book kept at Security Desk and or via the online service request logging function available on the Lodger's profile. These will be dealt with on a daily basis or as assigned
- b. Urgent maintenance required should be reported to security. Items deemed to be urgent are:
 - i. Lack of water
 - ii. Lack of hot water
 - iii. Flooding or blocked drains
 - iv. Power failures
- c. No Lodger shall be permitted to attempt any repairs themselves. Any damage caused by such an attempt will be the responsibility of the Lodger.
- d. Lodgers are accountable for any breakages or damages to their living units or any of the furniture or appliances supplied, save for normal wear and tear.

20. Complaints

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

21. IT and Internet Acceptable Use Policy

The purpose of the Internet Acceptable Use Policy (AUP) is to:

- Protect the Owner, its residents and internet users from legal action;
- Regulate the use of the internet service so that all users receive an acceptable standard of service;
- Set clear standards for acceptable and considerate use of the internet service; and
- This policy is applicable to everyone registered to use the internet service.

The following regulatory requirements are applicable to this Policy:

- The Electronic Communications and Transactions Act, 2002. No. 25 of 2002;
- Electronic Communications Act 36 of 2005; and
- Regulation of Interception and Provision of Communication-Related Information Act 70 of 2003

Residents are allowed access to the internet, with minimal interference. Our belief in free speech is a firm commitment to our residents. However, certain activities are considered inappropriate by the internet community at large and cannot be permitted under the guise of free speech.

a. Security

Protecting your user accounts relating to Wi-Fi and Respublica Student Profile: It is your responsibility to keep your password(s) secure and not to share your password(s) and account access with anyone. Attempting to obtain another user's account information is strictly prohibited, and may result in termination of service.

Account and network security: It is also your responsibility to implement security measures, including but not limited to the following:

- i. changing your internet account password regularly;
- ii. installing licensed internet security software, which includes, but are not limited to protection against internet threats such as viruses, malicious software, spy-ware, hacking attempts, etcetera; and
- iii. monitoring your internet account for irregularities.
- iv. You may not:
 - attempt to circumvent the user authentication or security of any host, network or account ("hacking"). This includes, but is not limited to; accessing or making use of a server or account you are not expressly authorized to access, or probing the security of other networks;
 - use or distribute tools designed for compromising security. This includes the use of VPNs (Virtual Private Networks). Examples of these tools include, but are not limited to, password guessing programs, hacking tools, proxy avoidance tools or network probing tools; or
 - attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
 - share your log-in credentials with anyone else

b. Monitoring and Compliance

Unless otherwise indicated, the Owner, or its designated representative reserves the right to monitor the activity of accounts. In our efforts to promote good citizenship within the Internet community, if the Owner or its designated representative becomes aware of inappropriate use of the service, the necessary action will be taken. If an internet account is used in a manner which violates this Acceptable Use Policy (AUP), the Owner or its designated representative reserves the right to terminate the service without notice. A preferred course of action is to advise the lodger of the inappropriate behaviour and any corrective action that is necessary. However, certain circumstances may warrant immediate termination of internet service without notice.

i. Protection of Network Performance

- The Owner may undertake the following action(s) to ensure fair and equal network performance for all users:
- Adjusting the throughput of the service based on the current and historic usage of the service.
- Limiting or preventing service through specific protocols and/or ports.
- Continuous excessive usage of a service which includes but is not limited to the mining of crypto-currencies, may result in termination of the account
- Any attempt to bypass protocols and policies may result in termination of the account.
- The Owner reserves the right to monitor data usage in order to determine whether any user's use of the Internet service interferes with other users' use and enjoyment of the internet service.
- The Owner also reserves the right to restrict access to certain sites including but not limited to over-the-top services such as Netflix, Showmax, etc.

The following examples are non-exclusive and are provided for guidance to users:

- you may not provide network services from your account (for example, you may not use your account to operate as an FTP server);
- Internet accounts operate on shared resources. You are prohibited from excessive consumption of resources. You may not use resource-intensive programs which negatively impact other users or the performance of the Owner systems or networks. The Owner reserves the right to terminate or limit such activities; and
- you may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitive pinging the host.

ii. Illegal Activities

Any activity on the owner's network that is a violation of any law, regulation or this agreement, as such may be in force from time to time, may result in immediate termination of service without notice to you. It is also your responsibility to ensure that you are aware, stay aware of, and shall at all times comply with, all statutory or other regulatory provisions and rules applicable to the provision and use of the Internet service as amended from time to time, including but not limited to the provisions of the Electronic Communications and Transactions Act 25 of 2002, the Films and Publications Act 65 of 1996 and the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002. Prohibited activities include, but are not limited to:

- transmitting obscene materials, including child pornography or any material regarded as illegal;
- intentionally spreading or threatening to spread computer viruses;
- gaining or attempting to gain unauthorized access to private networks including the Owner's private network infrastructure;
- accessing or attempting to access information not intended for the user;
- engaging in the transmission of pirated software;
- conducting or participating in illegal gambling, soliciting for illegal pyramid and other schemes; or
- any other activities declared to be illegal in terms of any applicable law.
- Tampering with or attempting to tamper, move or physically access AP devices and or any other network related device, infrastructure or equipment within the residence. If you are found to have tampered with the above, you may face immediate eviction. Furthermore, you may be held liable for the full cost of replacement of such devices.

c. The Fair Usage Policy

The Internet service is not capped in the ordinary course. However, the Owner and its designated representatives, reserves the right to apply restrictions on an uncapped account if a user's behaviour is determined to be affecting the user experience of other users on the Owner's network. Such restrictions may include but are not limited to throttling a user's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a user's bandwidth to limit the use of bandwidth intensive protocols and applications. Examples of user behaviour which may compromise the network performance includes, for example, causing network congestion, including running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer. In the event of such behaviour, the Owner and its designated representatives, reserve the right to terminate the account of a user whose usage is affecting the Owner's network performance. In order to assist users with information on their consumption behaviour and its impact on the Owner's network performance, the Owner will provide the user such information as is practically available regarding their usage status. Once usage is indicated as being dangerously high, the Owner reserves the right to suspend the relevant user's usage without notice. Users who are restricted by the Owner in the aforementioned manner in a calendar month may be returned to full service profile at the beginning of the next month. The above controls will be implemented by the Owner in addition to those set out elsewhere in this agreement regarding unlawful behaviour.

The internet service provided to users is a free and shared service. The internet service provided is sufficient for academic use and occasional social and entertainment activities. The Owner and its representatives will take all reasonable measures to ensure that all users have an acceptable Wi-Fi experience. A user's Wi-Fi experience is dependent on various factors i.e. The number of users connecting to the network concurrently, the number of users that are using the service for social and entertainment purposes, traffic shaping from our ISP, and other factors. Therefore there should be no expectation of a guaranteed internet speed or refund in part or full if the Lodger's internet expectations are not met.

d. Breach of The Acceptable Use Policy

In general, if you use your Internet account in a manner which:

- i. violates rules, regulations and policies applicable to any network, server, computer database, website or Internet Service Provider ("ISP") that you access through your internet account;
- ii. violates any law, regulation, treaty or tariff,
- iii. is defamatory, fraudulent, indecent, offensive, deceptive; or threatens, harasses, abuses or intimidates others;
- iv. damages the name or reputation of the Owner, its holding company, affiliates and subsidiaries;
- v. interferes with other users' use and enjoyment of the services provided by the owner; or
- vi. breaches the security on any computer network; or
- vii. to access an account which does not belong to you;

it will be regarded as a breach of this AUP. In the event of breaches of this agreement, the Owner will, where circumstances allow, provide notice of the breach to the relevant user with a request to remedy the same immediately, failing which the relevant user's account may be terminated. However, where the circumstances warrant it, the Owner may terminate a user's account without notice.

In addition to the above, users who violate systems or network security may incur criminal or civil liability. The Owner and its designated representatives will co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

21. Gymnasium

- a. A gymnasium is located within certain residences. Use of the equipment is at the Lodger's own risk and the Owner, or its designated agent is not liable for any injury sustained whilst utilising these facilities.
- b. Lodgers are expected to leave the gym equipment in a clean and hygienic state after use.
- c. Visitors are not allowed to use the gym equipment under any circumstances.

22. Pool

- a. A pool is located within certain residences. Use of the pool is at the Lodger's own risk and the Owner, or its designated agent is not liable for any injury sustained whilst utilising these facilities. In this regard the Lodgers indemnify the Owner, or its designated agent in full against any claims of whatsoever nature and howsoever arising, which may emanate or be occasioned as a consequence of utilisation of the facilities (including but not limited to the pool).
- b. Lodgers are expected to leave the pool and surrounding areas in a clean and hygienic state after use.
- c. Visitors are not allowed to use the pool under any circumstances.

23. Laundry

- a. The communal laundry room is located within the residence and is accessible 24-hours, 7 days per week
- b. Manual wash troughs are available at no charge.
- c. Drying lines are available and Lodgers are required to provide their own drying pegs.
- d. The Owner, or its designated agent is not responsible for any damage or loss to or of any article of clothing whilst in the washing or drying process.
- e. Lodgers are required to use the correct automatic washing powder when using the machines
- f. Washing of shoes is not permitted in the washing machines
- g. Overloading of machines is prohibited
- h. Lodgers are not permitted to sit on the washing machines or damage them in any way

24. Transport

- a. Transport may be provided by the Owner at certain residences
- b. The bus service is for the exclusive use of Respublica Lodgers (resident students)
- c. Stops are only permitted at legally designated bus stops
- d. Lodgers are not permitted to stand whilst the bus is in motion
- e. No eating or drinking is allowed on the bus

- f. Use of the bus is at the Lodger's own risk and the Owner, or its designated agent is not liable for any injury sustained whilst utilising the bus or transport services

25. Lost Keys

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

26. Criminal Checks

- a. The owner may, at its discretion, conduct criminal background checks on lodgers or applicants at its discretion. Lodgers and applicants are required to comply with this requirement which aims to verify the status of any criminal behavior related to the commission of or the alleged commission of offences by the lodger or applicant. The owner may, at its discretion, pending the outcome of the aforementioned checks, terminate the contract with individuals it may deem to be a risk to the broader student community.