



HOUSING AND RESIDENCE AFFAIRS

GENERAL CONTRACT CONDITIONS FOR ACCOMMODATION IN JUNIOR

RESIDENCES 2026

Reviewed Annually

IMPORTANT NOTICE:

These Contract Conditions must be read together with the Junior Residences Student/Prospective Student Undertaking and all University of the Free State rules, regulations, and policies. All students residing in Junior Residences, regardless of registration status, are subject to these conditions.

1. Definitions

“Contract Terms and Conditions”	means the UFS official setting out HRA’s contractual terms and conditions pertaining to a student/prospective student’s tenancy in junior residence;
“HRA”	means the Housing and Residence Affairs office of the UFS for all three campuses;
“Offer Letter”	means an official HRA written letter notifying a student of the approval of his/her accommodation application and setting out all necessary information relating thereto;
“UFS Policy on the Placement of Students in Residences on the Bloemfontein, Qwaqwa and South Campus”	means the official UFS policy that govern admission requirements of students to the university, hereinafter referred to as the “Placement Policy”;
“Prospective Student”	means a student who intends on registering as a student of the UFS;
“Registration Period”	means the official registration period of the UFS which dates are determined and announced annually by the UFS in accordance with its academic calendar;
“Renewal of Placement”	means the process and procedure a resident student must follow setting out requirements which a resident student must meet when the renewal of his/her tenancy is considered for the following academic year;
“Residence”	means a residence situated within the UFS’ 3 campuses;
“Rules and Regulations”	means the rules, regulations and policies of the UFS as amended, substituted or varied from time to time;
“Student”	means an academically registered student of the University of the Free State;



“UFS”	means the University of the Free State, including employees, contractors, and agents of the UFS; and means the undertaking by the student/prospective student in accordance with which he/she.
“Undertaking”	acknowledges and undertakes to comply with the terms and conditions set out herein.

2. RESIDENCE ACCOMMODATION

- 2.1. These Contract Conditions, together with the Junior Residences Student/Prospective Student Undertaking, apply to accommodation in a Junior Residence of the UFS (“Junior Residence(s)”) for the duration of the residency period contemplated in paragraph 2 (Duration of Residency) below, including any authorised holiday accommodation.
- 2.2. Subject to the provisional acceptance of prospective students—pending confirmation of compliance with all eligibility, placement, and admission criteria as outlined in the UFS Placement Policy (“Placement Policy”)—only full-time registered UFS students are eligible for accommodation in Junior Residences.
- 2.3. The UFS may, at its sole discretion and subject to availability, allocate a bed in a Junior Residence to students who:
 - 2.3.1. meet the admission and placement requirements for junior housing applicable across all UFS campuses, as detailed in the Placement Policy;
 - 2.3.2. have correctly completed and submitted the required accommodation application forms and whose application has been approved in accordance with paragraph 4 (Application Procedure and Renewal Process) below;
 - 2.3.3. have paid the required deposit and associated accommodation fees in line with paragraph 5 (Accommodation Fees and Deposit) below; and
 - 2.3.4. are not older than 23 years of age.
- 2.4. Admission—whether provisional or confirmed—to a Junior Residence does not constitute admission to any academic programme or selection-based field of study. Final academic acceptance and registration remain subject to compliance with all UFS admission requirements and the signing of any required undertakings upon arrival at the Junior Residence.
- 2.5. Subject to paragraph 2.6, only full-time registered UFS students may reside in a Junior Residence. All students residing in junior residences in 2026 are required to be registered for an approved formal UFS course by 20 February 2026. Any student who ceases to be a full-time registered student while residing in a Junior Residence, or during the processing of their accommodation application, must inform the UFS of the change in registration status within 48 hours.
- 2.6. A student or former student referred to in paragraph 2.5 remains liable, at the discretion of the UFS, for all accommodation-related costs for the full duration of their occupancy in a Junior Residence, irrespective of their registration status. Such individuals remain bound by these Contract Conditions, the Junior Residences Student/Prospective Student Undertaking, and all applicable Rules for as long as they reside in a Junior Residence.
- 2.7. The UFS reserves the right to terminate a student’s residency at any point during the



academic year by providing two months' prior written notice, without incurring any penalty. The student remains responsible for all accommodation fees and charges for the duration of the notice period. Should the student continue to reside in the Junior Residence after expiry of the notice period, they shall remain liable for payment of all accommodation fees and charges for as long as they continue to occupy the residence.

3. DURATION OF RESIDENCY

- 3.1. Excluding official UFS holiday periods, the residency period contemplated in these Contract Conditions and the Junior Residences Student/Prospective Student Undertaking shall commence on the day preceding the official start date of each term for First-Year and Senior students, respectively, as determined by the UFS. The residency period shall continue until the day following the last official academic date of the relevant academic year, as published by the UFS.
- 3.2. Provided that the student:
 - 3.2.1. has fully complied with these Contract Conditions, the Junior Residences Student/Prospective Student Undertaking, and all applicable Rules, without breaching any material provision; and
 - 3.2.2. is not in default of any obligation under these Contract Conditions as at the date on which the tenancy expires in terms of paragraph 3.1;

the student shall have the option to apply for renewal of residency in a Junior Residence for a further period of one (1) academic year (the duration of which shall be determined by the UFS from time to time), on the same terms and conditions, subject to the annual review and adjustment of accommodation fees by the UFS.

- 3.3. A student wishing to renew his/her residency for an additional academic year, as contemplated in paragraph 3.2, must follow the renewal procedure outlined in paragraph 4 (Application Procedure and Renewal Process).
- 3.4. For the avoidance of doubt, a student may only be accommodated in a Junior Residence until the end of the relevant academic year. Any extension or renewal of residency is strictly subject to the outcome of the renewal process described in paragraph 4 (Application Procedure and Renewal Process).

4. APPLICATION PROCEDURE AND RENEWAL PROCESS

- 4.1. Application Procedure
 - 4.1.1. Students may apply for accommodation in a Junior Residence by completing the official application form available on the UFS website and submitting all required supporting documentation on or before 30 September, unless otherwise determined by the UFS for a particular year.
 - 4.1.2. All applications are subject to the admission and placement requirements for junior housing applicable to all UFS campuses, as outlined in the Placement Policy, and remain subject to availability.
 - 4.1.3. If an application is approved, the student will receive written notification together with an official offer letter ("Offer Letter"). The Offer Letter shall contain, inter alia, the following information:
 - 4.1.3.1. the procedure to be followed upon receipt of the Offer Letter;
 - 4.1.3.2. the date from which the student may take occupancy of the allocated



Junior Residence;

- 4.1.3.3. the name and physical address of the allocated Junior Residence;
- 4.1.3.4. the prescribed breakage deposit payable; and
- 4.1.3.5. the date on which the residence offer expires.

4.2. Renewal of Placement Process

- 4.2.1. A student wishing to renew residency for an additional academic year, as contemplated in paragraph 3 (Duration of Residency), must submit a written and signed renewal request to the UFS in accordance with the procedures set out in the Placement Policy.
- 4.2.2. Upon receipt of a renewal request, the UFS will consider the application and may require submission of supporting documentation or any other information deemed necessary under the circumstances. Renewal is not guaranteed and remains at the sole discretion of the UFS, subject to compliance with the relevant criteria and availability.
- 4.2.3. Any approved renewal shall be subject to compliance with the UFS Rules, all applicable eligibility requirements, and availability of space in a Junior Residence.
- 4.2.4. For the minimum requirements applicable to renewal applications, refer to the Renewal of Placement Policy.

5. ACCOMMODATION FEES AND DEPOSIT

5.1. Accommodation Fees

- 5.1.1. The UFS annually determines the accommodation fees payable for the following academic year. These fees are published in the relevant UFS prospectus or annual tuition fee yearbook (the “accommodation fees”) and will also be reflected in the Offer Letter.
- 5.1.2. Accommodation fees exclude Value-Added Tax (VAT) but include water and electricity charges.
- 5.1.3. The UFS shall be entitled to charge default interest on any overdue accommodation fees in accordance with the UFS Rules and/or standard accounting principles applied by the UFS, calculated on the amount outstanding as at the relevant due date.
- 5.1.4. Payment dates for South African resident students:

60% of the accommodation fee is payable on or before 31 March of each year; and

the remaining 40% is payable on or before 31 July of the same year.
- 5.1.5. Payment dates for international students:

60% of the accommodation fee is payable on or before 31 March of each year; and the remaining 40% is payable on or before 30 June of the same year.



- 5.1.6. Accommodation fees must be paid free of exchange and without deduction or set-off, either in cash at the premises designated by the UFS, or by electronic funds transfer into the bank account identified by the UFS.

5.2. Deposit

- 5.2.1. A breakage deposit, as stipulated in the Offer Letter or otherwise determined by the UFS from time to time, becomes payable once the student has received provisional acceptance for placement in a Junior Residence.
- 5.2.2. The breakage deposit must be paid by the date specified in the Offer Letter, via electronic transfer into the designated UFS bank account. In select cases, and at the sole discretion of the UFS, the deposit may be charged to the student's account for payment in accordance with the UFS Rules.
- 5.2.3. The UFS may, at its discretion, apply the breakage deposit toward the cost of repairing any damage to the Junior Residence and/or the student's room, or toward settlement of any other amounts due by the student in terms of these Contract Conditions and/or the Rules. This does not limit the UFS's right to recover additional damages or outstanding amounts from the student. Should the deposit be applied in this manner, the student must reinstate the deposit to its original amount within 10 days of receiving written notice from the UFS.
- 5.2.4. Residence student upon termination of the student's tenancy, and provided the student vacates the allocated room on the agreed date, the UFS may apply the breakage deposit toward any amounts owing under these Contract Conditions and/or the Rules, including (without limitation):
- 5.2.4.1. the reasonable cost of repairing damage to the Junior Residence or the room;
 - 5.2.4.2. the cost associated with replacing lost keys; and
 - 5.2.4.3. settlement of any outstanding amounts on the student's fee account with the UFS.
- 5.2.5. After the deposit has been applied as contemplated above, any remaining balance shall be refunded to the student within 7 days after the student has vacated the Junior Residence.

5.3. Costs

The student shall be responsible for all legal costs incurred by the UFS—on an attorney-and-client scale—as well as any collection fees, should the student fail to fulfil any payment obligations relating to accommodation fees.

6. CANCELLATION OF ACCOMMODATION

- 6.1. A student who wishes to cancel his/her residency in a Junior Residence during an academic year must complete the official cancellation form, obtainable from the Division of Housing and Residence Affairs of the UFS.
A first-time entering student who does not take up a residence placement is required to formally notify the Division of Housing and Residence Affairs. The Division will thereafter liaise with UFS Tuition in instances where a residence breakage fee has already been paid.



- 6.2. The cancellation form must be fully completed, signed, and submitted via email to the relevant campus within 7 business days after the student vacates his/her room. The date of residence cancellation will be deemed the date that the Division of Housing and Residence Affairs received this form, or the date that the student leaves the residence, whichever date is last.
- 6.3. The UFS will issue a written acknowledgment of receipt of the cancellation form within 14 business days of submission.
- 6.4. Any student (including first-year students) who cancels residence accommodation on or before **31 March 2026** shall be liable only for accommodation fees accrued up to the effective date of cancellation.

Where residence accommodation is cancelled **after 31 March 2026 but before the end of the first semester**, the student shall remain liable for accommodation fees for the remainder of the first semester.

A student who cancels residence accommodation on or before **31 August 2026** shall be liable only for first and second-semester accommodation fees accrued up to the effective date of cancellation. Where residence accommodation is cancelled **after 31 August 2026**, the student shall remain liable for accommodation fees for the remainder of the year.

- 6.5. Residence students upon cancellation of accommodation in terms of this paragraph 6, the UFS may apply the student's breakage deposit (as described in paragraph 5.2) toward settlement of all amounts owing under these Contract Conditions and/or the Rules. This includes, but is not limited to:
 - 6.7.1. reasonable costs for repairing damage to the Junior Residence or the student's room;
 - 6.7.2. the cost of replacing lost keys; and
 - 6.7.3. any outstanding amounts on the student's fee account.

After such application of the deposit, any remaining balance shall be refunded to the student within 7 days after the Cancellation Date.

7. HOLIDAY ACCOMMODATION

- 7.1. Students are not permitted to remain in a Junior Residence during the official recess periods of the UFS, as published in the official UFS calendar, unless expressly authorised in writing by the UFS.
- 7.2. A student who wishes to reside in a Junior Residence during the end-of-semester or other formal recess periods, as indicated in the UFS calendar, will be required to pay an additional daily fee for each day of residence during such recess period.
- 7.3. Students must apply for holiday accommodation through the Division of Housing and Residence Affairs at any of the three UFS campuses. Holiday accommodation is subject to the criteria and conditions prescribed by the UFS from time to time. Applications must be submitted in writing at least 7 days prior to the last academic day of the term preceding the relevant holiday period.
- 7.4. Failure to cancel the holiday accommodation reservation will result in charges being incurred for the duration of the period for which the student originally applied.



8. MEAL SYSTEM

- 8.1. All Junior Residences at the UFS operate on a self-catering basis. However, meals are available for purchase on a cafeteria basis at the following dining facilities:
- 8.1.1. **Bloemfontein Campus:**
Dining@Kovsies (Abraham Fischer Dining Hall)
Medical Cafeteria (Francois Retief Building)
 - 8.1.2. **QwaQwa Campus:**
Student Dining Hall
 - 8.1.3. **South Campus:**
Student Dining Hall
- 8.2. Funds for meals must be deposited into the student's designated meals account at ABSA before the student may access meals at any of the dining halls listed in paragraph 8.1.
- 8.3. Each student is issued with a UFS student card, which may be used to purchase meals at the residence dining halls and at outlets on Thakaneng Bridge, in accordance with this paragraph 8.
- 8.4. Students may alternatively purchase meals on a cash basis, in which case the student card will not be used for payment as contemplated in paragraphs 8.1–8.3.

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1. The student indemnifies and shall keep the UFS indemnified at all times, and hold it harmless against all direct and/or indirect damages or losses (including, without limitation, consequential damages or losses) suffered by the student arising in any manner from his/her residency in a Junior Residence. This includes, without limitation, damage to property; claims relating to death or personal injury; or any other claim, action, charge, cost, demand, or expense (including legal fees and costs), arising from:
- 9.1.1. any breach by the student of these Contract Conditions or the Junior Residences Student/Prospective Student Undertaking;
 - 9.1.2. the occupancy, use of, or any activity conducted in or at the Junior Residence by the student and/or his/her visitors; or
 - 9.1.3. any non-compliance with, or contravention of, any law and/or the Rules by the student;

provided that the indemnity does not apply to liability arising from the willful misconduct or gross negligence of the UFS.

9.2. The student:

- 9.2.1. shall have no claim of any nature against the UFS arising from—
- 9.2.1.1. any loss, damage, or injury suffered directly or indirectly by the student or any other person due to causes wholly or partly beyond the control of the UFS;
 - 9.2.1.2. any loss or damage resulting from burglary, fire, or other force majeure events contemplated in paragraph 12 (Force Majeure and Disaster Management);
 - 9.2.1.3. any act or omission by any other tenant in a Junior Residence;



- 9.2.1.4. the occupancy or use of the Junior Residence by the student or any other person;
- 9.2.1.5. the condition, state of repair, or maintenance of the Junior Residence or the student's room at any time;
- 9.2.1.6. any alteration to the façade, appearance, or any other feature of the Junior Residence made by the UFS;
- 9.2.1.7. any failure, suspension, or interruption in the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Junior Residence, irrespective of cause;
- 9.2.1.8. any breakdown, interruption, or faulty operation of machinery, equipment, plumbing, electrical systems, or installations (including lifts, geysers, boilers, air-conditioning units, alarms, or security systems), irrespective of cause; and/or
- 9.2.1.9. any interruption of or interference with the enjoyment or beneficial occupation of the Junior Residence caused by construction or other works carried out in or around the Junior Residence,

provided that such loss or damage is not due to the willful misconduct of the UFS.

- 9.2.2. The student shall not be entitled to withhold or defer payment of any amounts due to the UFS (whether under these Contract Conditions or otherwise), nor may the student apply set-off for any reason whatsoever.
- 9.3. Students are strongly advised to ensure their personal belongings. The UFS shall not be held liable for any damage to or loss of such possessions, regardless of cause.
- 9.4. Students shall be liable for all direct and/or indirect damages or losses (including consequential damages or losses) sustained by the UFS as a result of loss of or damage to UFS property caused by the student's actions. In the case of damage to a room or the Junior Residence, the responsible student may be held jointly and severally liable together with his/her co-tenant(s), where applicable.

10. THE STUDENT'S GENERAL OBLIGATIONS AND RIGHTS

The student—

- 10.1. must comply with all UFS Rules, which remain binding for the full duration of residency in a Junior Residence.
- 10.2. must, upon first arrival at the allocated Junior Residence, report to the Residence Head, sign in, and collect the room keys.
- 10.3. must, upon taking occupation of the room for the first time, inspect the room for any defects or damage, sign the inventory form and/or other required undertakings, and thereby acknowledge the condition of the room at that time.
 - 10.3.1. Any defects in furniture, equipment, or improvements must be reported to the Residence Head within 7 days of arrival.
 - 10.3.2. If no such notice is received, the room (including all furnishings and equipment) will be deemed to have been received in good condition.
- 10.4. must sign the applicable issue form upon receiving supplies or items from the Services Manager, in accordance with the inventory.



- 10.5. must, upon vacating the room or terminating residency, return all items issued by the UFS in the same condition (fair wear and tear expected), sign the issue form, and will be held liable for replacement costs for any missing or damaged items.
- 10.6. must contribute to and uphold an academic atmosphere in the Junior Residence at all times.
- 10.7. must adhere to the visiting hours communicated by the UFS.
- 10.8. may not allow visitors to stay overnight or outside the visiting hours stipulated in the Rules.
- 10.9. may not engage in or permit any conduct that constitutes a nuisance, danger, hazard, annoyance, disturbance, or discomfort to other residents, or that constitutes improper, indecent, or objectionable behaviour.
- 10.10. may not engage in misconduct, including (without limitation) the possession, consumption, sale, or manufacturing of alcohol and/or any prohibited substance in a Junior Residence.
- 10.11. may not allow any other person to occupy or sublet the allocated room.

Vacating Rooms and Storage

- 10.12. must vacate his/her room during the recess at the end of each semester as follows:
 - 10.12.1. the room and cupboards must be completely vacated;
 - 10.12.2. items left in rooms or cupboards at term-end are left at the **student's own risk**;
- 10.13. must return room keys in accordance with the Key Management System upon cancellation of residency or at the end of the academic year.

Notification and Administrative Obligations

- 10.14. must notify the UFS in writing within 48 hours if he/she discontinue studies or ceases to be a registered student.
- 10.15. must comply with all Rules relating to—
 - 10.15.1. security (including that revolving gates are used at own risk and manual unlocking may be required if card access systems fail);
 - 10.15.2. driving and parking at the Junior Residence;
 - 10.15.3. use of alcoholic beverages and substances (subject to paragraph 10.10); and
 - 10.15.4. orientation and hazing practices (all forms of hazing are strictly prohibited).

Restrictions on Property and Conduct

- 10.16. may not remove or transport UFS-owned furniture or equipment from the room or common areas.
- 10.17. has the right to reasonable use of common areas such as corridors, kitchens, and bathrooms.



- 10.18. may not move to another room without written approval from the Residence Head on their first request. Any other room changes must be submitted to HRA: Accommodation Administration Office for approval. Room changes after the first request will be at an administrative fee.
- 10.19. must keep the room clean and tidy at their own expense.
- 10.20. may not bring personal heaters or use electric or other heating devices in the room or residence.
- 10.21. may not bring personal furniture into the residence and may only use the following electrical items in the room—
 - 10.21.1. one fridge (maximum capacity 170 litres);
 - 10.21.2. one microwave oven (maximum 800W);
 - 10.21.3. one personal computer.
- 10.22. must prepare food only in the designated corridor kitchens.
- 10.23. may not keep any pets or animals in the residence or room.
- 10.24. may not possess or store any firearm or dangerous weapon on their person, on campus, or in the residence.
- 10.25. may not cede, assign, sell, transfer, or otherwise dispose of any rights under these Contract Conditions, the Undertaking, or the Offer Letter.
- 10.26. may not withhold, set off, delay, or deduct any payments owed to the UFS for any reason.

Maintenance and Repairs

- 10.27. must keep the room, furniture, and equipment in good order, and return them in good condition (fair wear and tear expected). Failure to do so may result in the UFS recovering repair or maintenance costs.
- 10.28. must report defects for which the UFS is responsible as soon as reasonably possible via the Residence Head.
- 10.29. will have no claim against the UFS for losses or damages resulting from the cancellation of residency due to shortcomings of the property.
- 10.30. may not affix objects to walls, doors, pelmets, wood panels, or ceilings in the room or Junior Residence.
- 10.31. may not undertake repairs, maintenance, or resolve breakages independently.
- 10.32. must vacate the room completely when required for upgrading.
- 10.33. must vacate the room during official holiday periods unless otherwise arranged with the UFS.
- 10.34. must vacate the room completely in the event of a force majeure event, to the extent reasonably possible and in accordance with UFS communication.



Alterations and Improvements

10.35. may not make any alterations, additions, attachments, or improvements to the room without the prior written consent of the UFS.

If consent is granted—

- 10.35.1. all work is at the student's expense;
- 10.35.2. work must be done in a proper and workmanlike manner;
- 10.35.3. all improvements become the property of the UFS and may not be removed, and the student has no claim to compensation; except that—
- 10.35.4. the UFS may require the student to remove such improvements and reinstate the room to its original condition (fair wear and tear expected), failing which the UFS may claim the costs of doing so.

11. THE GENERAL POWERS AND OBLIGATIONS OF THE UFS

The UFS—

- 11.1. shall be entitled, at all reasonable times, to access a student's room in the Junior Residence for the purpose of carrying out repairs, alterations, maintenance, or any other work reasonably required.
- 11.2. shall be entitled to inspect a student's room at reasonable times for any legitimate purpose, and such inspections may be conducted in the presence of the student where reasonably practicable.
- 11.3. shall be entitled to effect repairs or alterations to the student's room by appointing authorised representatives or contractors, and the student hereby indemnifies the UFS against any damage or loss arising from the actions of such representatives or contractors, save where such loss results from the willful misconduct or gross negligence of the UFS.
- 11.4. may utilise the student's breakage deposit (as referred to in paragraph 5.2) or debit the student's tuition fees account to recover reasonable expenses incurred in repairing damage to UFS property for which the student is liable.
- 11.5. is responsible for maintaining the student's room and the Junior Residence, subject to reasonable access for such maintenance as contemplated in this paragraph.
- 11.6. retains the right, where necessary and on reasonable notice, to relocate a student to another room within the same residence or to an alternative residence.

12. FORCE MAJEURE AND DISASTER MANAGEMENT

- 12.1. A force majeure event includes, without limitation, any circumstance beyond the reasonable control of the UFS or the student, including:
 - 12.1.1. the 2019 novel Coronavirus ("COVID-19") and any regulations or directives issued under the Disaster Management Act 57 of 2002, the State of Emergency Act 64 of 1997, or any similar legislation or regulatory framework;
 - 12.1.2. acts of God, nature, or any uncontrollable events or contingencies;



- 12.1.3. pestilence, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, or other natural disasters;
 - 12.1.4. epidemics or pandemics, and any measures imposed by national, provincial, or local authorities in response;
 - 12.1.5. any law, regulation, directive, or action taken by a governmental or public authority, including lockdowns, prohibitions on gatherings, or mandatory compliance with any official order or instruction;
 - 12.1.6. inability to provide accommodation, services, utilities, or transportation due to a force majeure event;
 - 12.1.7. terrorist attacks, civil unrest, riots, war, armed conflict, sanctions, embargoes, or breakdown in diplomatic relations;
 - 12.1.8. nuclear, chemical, or biological contamination, or sonic boom;
 - 12.1.9. collapse of buildings, fire, explosion, or accident; and
 - 12.1.10. labour or trade disputes, strikes, industrial action, or lockouts.
- 12.2. The UFS may, in its sole discretion, instruct the student to vacate Junior Residence in the event of a force majeure event. If so instructed, the student must vacate the premises in the manner and for the duration communicated by the UFS, which may include complete evacuation if deemed necessary.
- 12.3. For the avoidance of doubt, the UFS shall not be liable for:
- 12.3.1. requiring a student to vacate a Junior Residence due to a force majeure event, and shall bear no responsibility for any loss or injury suffered by the student as a result. Accommodation shall be suspended for the duration of the force majeure event or as otherwise communicated by the UFS; or
 - 12.3.2. any delay in the performance of its obligations due to a force majeure event, and shall bear no responsibility for any resulting loss or injury. Performance of such delayed obligations shall be suspended for the duration of the force majeure event or as otherwise communicated by the UFS.
- 12.4. The student shall not be entitled to terminate residency during a force majeure event. The UFS shall resume performance of its suspended obligations as soon as it is reasonably able to do so once the force majeure event has ceased or stabilised.

13. TERMINATION OF RESIDENCY

The UFS may terminate a student's residency in a Junior Residence if the student—

- 13.1. fails to comply with these Contract Conditions or the Rules, and does not remedy such breach within 7 (seven) days of receiving written notice from the UFS requiring rectification;
- 13.2. Intentionally provides false or misleading information in the accommodation application or any related documentation;
- 13.3. ceases to be a registered full-time student of the UFS; or
- 13.4. no longer meets the requirements for admission or continued residence in the relevant Junior Residence.

Upon the occurrence of any of the above, the UFS shall be entitled, in its discretion and notwithstanding any previous waiver or contrary provision, and without prejudice to its rights



to claim damages, arrear accommodation fees, or any other amounts owed, to cancel the student's residency by providing written notice to the student.

14. GENERAL

14.1. All correspondence in terms of these Contract Conditions or relating to the student's residency in a Junior Residence must be in writing and emailed as follows:

14.1.1. Email Address Per Campus:

ResApplications@ufs.ac.za
SCResApplications@ufs.ac.za
res_infoqc@ufs.ac.za

14.1.2. If addressed to the student:

The room allocated to the student in the Junior Residence.

14.2. Notices dispatched to the addresses referred to in paragraph 14.1 shall be deemed to have been received within 3 (three) days of being sent.

14.3. Notwithstanding any provision to the contrary, any written notice or communication actually received by one party from the other — including electronic mail — shall constitute adequate written notice or communication for purposes of these Contract Conditions.

14.4. Any relaxation, indulgence, or delay ("Indulgence") by the UFS in exercising, or any failure to exercise, any right under these Contract Conditions, the Junior Residences Student/Prospective Student Undertaking, or the Rules shall not be construed as a waiver of such right. Such Indulgence shall not impair the UFS's ability to exercise the right or pursue a remedy thereafter, nor shall it constitute a waiver of any other right.

14.5. These Contract Conditions, together with the Junior Residences Student/Prospective Student Undertaking, the Rules, and the Offer Letter, constitute the entire agreement between the UFS and the student regarding residency in a Junior Residence, and supersede all prior representations, negotiations, communications, and understandings.

14.6. These Contract Conditions and the Junior Residences Student/Prospective Student Undertaking shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

14.7. The student acknowledges having had the opportunity to obtain legal advice regarding these Contract Conditions. No provision shall be interpreted to the detriment of either party on the basis that such party was responsible for drafting or contributing to the drafting of these terms.

14.8. No provision of these Contract Conditions (including this paragraph) may be amended, varied, substituted, added to, or deleted except by a written agreement signed by both the student and the UFS.

14.9. Each provision of these Contract Conditions and the Junior Residences Student/Prospective Student Undertaking shall be interpreted, where possible, to be valid and enforceable under applicable law. If any provision is found to be illegal, invalid, or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.