



HOUSING AND RESIDENCE AFFAIRS

GENERAL CONTRACT CONDITIONS FOR ACCOMMODATION IN SENIOR/POSTGRADUATE RESIDENCES 2026

Reviewed Annually

IMPORTANT NOTICE:

These Contract Conditions must be read together with the Senior/Postgraduate Residences Student/Prospective Student Undertaking and all University of the Free State rules, regulations, and policies. All students residing in Senior/Postgraduate 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 Senior/Postgraduate 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 to register 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 Terms and Conditions, together with the Undertaking, apply to accommodation in any Postgraduate Residence of the University of the Free State (UFS) for the residency period contemplated in Paragraph 3 (Duration of Accommodation).
- 2.2 Subject to the provisional acceptance of prospective postgraduate students—pending confirmation of compliance with the UFS eligibility, placement, and admission criteria as prescribed in the Placement Policy—only full-time registered postgraduate students with a minimum intended stay of six (6) months at the UFS may be accommodated in a Postgraduate Residence.
- 2.3 The UFS may, at its sole discretion and subject to availability, allocate a bed in a Postgraduate Residence to students who:
- 2.3.1. meet the applicable postgraduate accommodation admission requirements for all three (3) UFS campuses, as stipulated in the Placement Policy;
 - 2.3.2. have completed the prescribed accommodation application process and whose applications have been approved in accordance with Paragraph 4 (Application for Placement Procedure and Renewal Process);
 - 2.3.3. have paid the required breakage deposit and any applicable fees as outlined in Paragraph 5 (Accommodation Fees and Deposit); and
 - 2.3.4. are twenty-three (23) years of age or older.
- 2.4 A postgraduate student or prospective postgraduate student will be allocated a bed in one of the designated Postgraduate Residences, based on their postgraduate study status.
- 2.5 Admission—whether provisional or final—to a Postgraduate Residence does not constitute admission to any academic programme or selection-based field of study. Final academic acceptance and registration remain subject to all UFS admission requirements being met, as well as the signing of any required undertakings upon arrival at the Postgraduate Accommodation Facility.
- 2.6 Subject to Paragraph 2.7, only full-time registered students with a minimum intended stay of six (6) months at the UFS are eligible for accommodation in a Postgraduate Residence. All students residing in senior residences in 2026 are required to be registered for an approved formal UFS course within 20 days of moving in to the residence.



- 2.7 Any student who ceases to be a full-time student while residing in a Postgraduate Residence or during the pendency of an accommodation application must notify the UFS of the change in registration status within forty-eight (48) hours.
- 2.8 A student or former student, as referred to in Paragraph 2.6, remains liable—at the discretion of the UFS—for accommodation fees and related expenses for the full duration of their residency in a Postgraduate Residence, regardless of registration status. Such individuals remain subject to these Contract Terms and Conditions, the Undertaking, and all applicable UFS rules, regulations, policies, and procedures (collectively referred to as the “Rules”).
- 2.9 Subject to Paragraph 6 (Cancellation of Accommodation), both the UFS and the student have the right to cancel the student’s residency at any time during an academic year by providing two (2) months’ prior written notice, without penalties. For clarity, the student remains liable for all accommodation fees and associated expenses during the two-month notice period. Should the student continue residing in a Postgraduate Residence after the notice period has expired, they will remain responsible for all accommodation fees and related expenses for as long as they continue to occupy the facility.

3. DURATION OF ACCOMMODATION

- 3.1 If a student’s application is approved, the initial accommodation period shall commence on the date on which the student is authorised by the UFS to move into the designated Postgraduate Residence, as communicated in the Offer Letter (the “Commencement Date”). Subject to the provisions of these Contract Terms and Conditions and the Undertaking, and unless terminated earlier in accordance therewith, the accommodation period shall continue until 31 December of the applicable calendar year.
- 3.2 **Provided that the student:**
- 3.2.1. has fully complied with these Contract Terms and Conditions and the Undertaking, and has not breached any material provision herein, and continues to comply with all applicable Rules; and
 - 3.2.2. is not in default of any obligation on the date on which his/her residency expires in accordance with Paragraph 3.1,

then the student may apply to renew his/her residency in a Postgraduate Residence for one (1) additional academic year, subject to the duration stipulated by the UFS from time to time. Such renewal shall be on the same terms and conditions, except that accommodation fees shall be reviewed and adjusted annually by the UFS.

- 3.3 A student wishing to renew his/her residency for a further academic year, as contemplated in Paragraph 3.2, must follow the renewal procedure set out in Paragraph 4 (Application for Placement Procedure and Renewal Process).
- 3.4 The student is required to vacate the Postgraduate Residence on or before the official closing date of the UFS in the year in which the original residency term (Paragraph 3.1) or any approved renewal term (Paragraphs 3.2 and 3.3) expires. This obligation applies regardless of the number of renewal terms granted, if any, and remains subject to the renewal process described in Paragraph 4.



4. APPLICATION FOR PLACEMENT PROCEDURE AND RENEWAL PROCESS

4.1 Application Procedure

- 4.1.1 Students may apply for residency in a Postgraduate Residence by completing the prescribed application form, available on the official UFS website. The completed application form, together with all required supporting documents, must be submitted on or before the annual deadlines determined by the UFS in accordance with the academic calendar, unless otherwise communicated by the UFS.
- 4.1.2 All applications are subject to the admission requirements for postgraduate accommodation as stipulated in the Placement Policy and applicable to all three (3) UFS campuses. Placement is further subject to the availability of accommodation.
- 4.1.3 **The maximum duration that a student may reside in on-campus accommodation—whether in junior or postgraduate residences—shall not exceed a total of six (6) years.**
- 4.1.4 If a student's application is approved, the student will receive a notification of approval together with a written offer (the "Offer Letter"), which shall include:
 - 4.1.4.1. the procedure to be followed upon receipt of the Offer Letter, including the completion and signing of the Undertaking applicable to all residents of Postgraduate Residences;
 - 4.1.4.2. the date on which the student may take occupation of the allocated Postgraduate Residence (the "Commencement Date");
 - 4.1.4.3. the name and address of the allocated Postgraduate Residences;
 - 4.1.4.4. the applicable deposit amount payable; and
 - 4.1.4.5. confirmation that billing for accommodation will commence from the date on which the student accepts the Offer Letter.

4.2 Renewal of Placement Process

- 4.2.1 A student wishing to renew his/her residency for one (1) additional academic year as contemplated in Paragraph 3 (Duration of Accommodation) must submit a written, signed renewal request to the UFS in accordance with the procedures outlined in the Placement Policy.
- 4.2.2 Upon receipt of the renewal request, the UFS will consider the application and may request supporting documents or additional information deemed necessary. Renewal of accommodation is not guaranteed and shall be granted solely at the discretion of the UFS.
- 4.2.3 Any renewal granted shall be subject to compliance with all applicable UFS Rules, eligibility requirements, and the availability of accommodation.
- 4.2.4 Students must refer to the Renewal of Placement Policy for the minimum requirements applicable to renewal applications.

5. ACCOMMODATION FEES AND DEPOSIT

5.1 Accommodation Fees

- 5.1.1 The UFS determines the accommodation fees payable by students on an annual basis for the succeeding academic year. These fees are published in



the relevant UFS prospectus or annual tuition fee yearbook (the “accommodation fees”).

- 5.1.2 Accommodation fees exclude Value-Added Tax (VAT) but include water and electricity.
- 5.1.3 The UFS is entitled to charge default interest on any outstanding accommodation fees in accordance with the Rules and the standard accounting practices followed by the UFS, calculated on the amount due as at the applicable date.
- 5.1.4 Payment dates applicable to South African resident students:
 - **Sixty percent (60%)** of the accommodation fee is payable on or before **31 March** each year.
 - The remaining forty percent (**40%**) is payable on or before **31 August** of the same year.
- 5.1.5 Payment dates applicable to international students:
 - **Sixty percent (60%)** of the accommodation fee is payable on or before **31 March** each year.
 - The remaining **forty percent (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 identified by the UFS or via electronic transfer into a UFS-designated bank account.

5.2 Deposit

- 5.2.1 A deposit, as specified in the Offer Letter or as determined by the UFS from time to time, is payable by the student upon receipt of a provisional acceptance for admission to a Postgraduate Residence.
- 5.2.2 The deposit must be paid by the deadline specified in the Offer Letter and must be paid via electronic transfer into a UFS-designated bank account. Proof of payment must be submitted to the HRA offices before the student will be issued a key to the allocated room.
- 5.2.3 The UFS may, at its discretion, apply the deposit to cover:
 - any costs incurred in repairing damages to the Postgraduate Residence and/or the student’s allocated room for which the student is liable, and/or
 - any other amounts payable by the student to the UFS in terms of these Contract Terms and Conditions, the Rules, or the Undertaking. Should the UFS apply any portion of the deposit as described above, the student must reinstate the deposit to its original amount within ten (10) days of receiving written notice to that effect. The UFS retains the right to claim any additional damages or amounts owed beyond the value of the deposit.
- 5.2.4 Upon termination of residency, and provided the student vacates the allocated room on or before the agreed date, the UFS may apply the deposit towards settlement of any amounts owed under these Contract Terms and Conditions, the Rules, or the Undertaking, including but not limited to:
 - 5.2.4.1. the reasonable cost of repairing any damage to the Postgraduate Residence and/or the allocated room;
 - 5.2.4.2. costs associated with the replacement of lost keys in accordance with the Key Management System available from the Postgraduate Accommodation Officer;
 - 5.2.4.3. settlement of any outstanding balance on the student’s tuition fee account with the UFS.



5.2.5 After applying the deposit as contemplated in Paragraph 5.2.4, any remaining balance shall be refunded to the student within 21 (twenty-one) days after the student has vacated the Postgraduate Residence.

6. CANCELLATION OF ACCOMMODATION

- 6.1 If a student wishes to cancel his/her residency in a Postgraduate Residence during an academic year, he/she must complete an official cancellation form, obtainable via email or from the HRA offices located on all three (3) UFS campuses.
- 6.2 The student must complete the cancellation form in full, sign it, and submit the signed copy to any HRA office on the three (3) UFS campuses.
- 6.3 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.
- 6.4 If the room key is not returned on the indicated cancellation date, the effective cancellation date will be extended to the earlier of:
- the date on which the keys are returned; or
 - the date on which the replacement cost for permanently lost keys is paid.
- The accommodation fee liability will be calculated accordingly.
- 6.5 Upon receiving the cancellation form, HRA will issue an acknowledgement of receipt to the student confirming the cancellation request. HRA will thereafter notify the UFS Finance Department of the cancellation for processing of the student's account in accordance with the applicable financial procedures.
- 6.6 A student who cancels residence accommodation on or before **31 October**, shall be liable only for accommodation fees accrued up to the effective date of cancellation.

Where residence accommodation is cancelled **after 31 October**, the student shall remain liable for accommodation fees for the remainder of the year.

- 6.7 If the student's accommodation is cancelled in terms of this Paragraph 6, the UFS may apply the deposit (as described in Paragraph 5) towards settlement of any amounts owed by the student under these Contract Terms and Conditions, the Rules, and/or the Undertaking, including but not limited to:
- the reasonable cost of repairing damage to the Postgraduate Residence or allocated room;
 - the cost of replacing lost keys; and
 - any outstanding amounts (or a portion thereof) on the student's tuition fee account.

Any remaining balance of the deposit shall be refunded to the student within 21 (twenty-one) days after the effective cancellation date.

7. MEAL SYSTEM

- 7.1 All Postgraduate Residences of the UFS operate on a self-catering basis. However, meals may be purchased on a cafeteria basis at the following dining locations:



- 7.1.1. Bloemfontein Campus: Dining@Kovsies at the Abraham Fischer Dining Hall;
 - 7.1.2. Bloemfontein Campus: Medical Cafeteria at the Francois Retief Building, as well as various food outlets located on the Thakaneng Bridge;
 - 7.1.3. Qwaqwa Campus: Student Dining Hall;
 - 7.1.4. South Campus: Student Dining Hall.
- 7.2 Funds for meals must be deposited into the student's meal money account in order to purchase at any of the dining facilities referenced in Paragraph 7.1.
- 7.3 Each student is issued a UFS student card, which provides access to the relevant Postgraduate Residence and, subject to Paragraph 7.2, may be used to purchase meals in the dining halls and at outlets on the Thakaneng Bridge in accordance with this Paragraph 7.
- 7.4 Notwithstanding the above, students may also purchase meals on a cash or card basis at participating dining facilities and food outlets, without the need to pre-load funds onto their meal money account.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1 Indemnity

The student indemnifies and shall keep the UFS indemnified at all times, and shall hold the UFS harmless, against all direct or indirect damages or losses (including, without limitation, consequential damages or losses) suffered by the student in any manner arising from his/her residency in a Postgraduate Residence. This includes, but is not limited to, 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 any of the following:

- 8.1.1. any breach by the student of these Contract Terms and Conditions, the Rules, and/or the Undertaking;
- 8.1.2. the occupancy or use of, or any activity conducted in or at, the Postgraduate Residence by the student and/or his/her visitors; or
- 8.1.3. any non-compliance or contravention by the student of any law and/or the Rules,

provided that this indemnity shall not apply where the liability arises from the wilful misconduct or gross negligence of the UFS.

8.2 Limitation of Liability

The student shall have no claim of any nature against the UFS arising from:

- 8.2.1. any loss, damage, or injury suffered by the student or any other person, whether directly or indirectly, as a result of any cause beyond the reasonable control of the UFS;
- 8.2.2. any loss or damage suffered by the student as a result of burglary, fire, or any force majeure event as contemplated in Paragraph 11 (Force Majeure and Disaster Management);
- 8.2.3. any act or omission of any other tenant or resident of a Postgraduate Accommodation Facility;
- 8.2.4. the occupancy or use of the Postgraduate Residence by the student or any other person;



- 8.2.5. the condition or state of repair of the Postgraduate Residence and/or the student's room at any given time;
- 8.2.6. any change to the façade, appearance, or any physical feature of the Postgraduate Residence made by the UFS;
- 8.2.7. any failure, suspension, or interruption in the supply of water, electricity, gas, air conditioning, heating, or any other utility or service, regardless of the cause;
- 8.2.8. any breakdown, interruption, or faulty operation of machinery, equipment, plumbing, electrical or other installations located in or serving the Postgraduate Residence (including, but not limited to, lifts, escalators, geysers, boilers, air-conditioning units, burglar alarms, or security systems), whatever the cause; or
- 8.2.9. any interruption of or interference with the student's enjoyment or beneficial occupation of the Postgraduate Residence due to construction, maintenance, or other works undertaken in or around the facility, except where such loss or damage is due to the wilful misconduct of the UFS.

8.3 **No Withholding or Set off**

The student shall not be entitled to withhold or defer payment of any amount due to the UFS (whether in terms of these Contract Terms and Conditions or otherwise), nor may the student apply set-off for any reason whatsoever.

8.4 **Insurance of Personal Property**

Students are strongly advised to insure their personal belongings. The UFS shall not be liable for any loss of or damage to such property, irrespective of the cause.

8.5 **Damage to UFS Property**

The student shall be liable for any direct or indirect damages or losses (including consequential damages or losses) suffered by the UFS resulting from any loss of or damage to UFS property caused by the student. In cases where damage occurs to a room or any part of the Postgraduate Residences, the responsible student shall be held jointly and severally liable with his/her co-tenant(s), where applicable.

9. THE STUDENT'S GENERAL OBLIGATIONS AND RIGHTS

The student:

General Conduct and Compliance

- 9.1 must comply with all UFS Rules, which shall remain binding for the full duration of residency in a Postgraduate Residence.
- 9.2 must, upon first arrival, report to HRA to sign in and receive the key to his/her allocated room.
- 9.3 must inspect the room upon first entry to identify any defects or damages and must sign the inventory form or any other required undertaking to acknowledge the room's condition.
 - 9.3.1 Any defects in furniture, equipment, or improvements must be reported to HRA via the Postgraduate Accommodation Officer and/or Residence Assistant within seven (7) days of arrival.
 - 9.3.2 If no such notice is received within seven days, the room and all furnishings shall be deemed to have been received in good condition.

Furniture, Supplies, and Equipment

- 9.4 shall sign the issue form at the Housekeeping Manager's office when receiving UFS-owned supplies (e.g., broom, mattress, linen, chair, dustbin).



- 9.5 must, upon vacating, return all issued items in the same condition (fair wear and tear excepted), failing which the student shall be liable for replacement costs.

Academic and Community Environment

- 9.6 must contribute to and maintain an academic atmosphere and may not infringe upon the rights of other residents.

Visitors

- 9.7 must comply with visiting hours as set out below.
- 9.8 may not allow any visitor to enter or remain in the room or facility outside the following times, and no overnight visitors of any gender are permitted:
- Weekdays: 10:00 – 22:00
 - Weekends & Public Holidays: 10:00 – 23:00

Behavioural Expectations

- 9.9 may not engage in or permit any conduct that constitutes a nuisance, danger, hazard, or disturbance to others.
- 9.10 may not engage in misconduct, including (but not limited to) possession, consumption, sale, or manufacture of alcohol, illicit substances, or drugs, or smoking (including cigarettes, cigars, vapes, hookah pipes) in the room or facility.
- 9.11 may not allow any other person to occupy or sublet the room or facility.
- 9.12 must return the room key upon cancellation or at the end of the academic year.
- 9.13 must notify the UFS in writing within 48 hours if studies are discontinued or if registration status changes.

Rules and Safety

- 9.14 must comply with all applicable Rules, including those relating to:
- 9.14.1. security (e.g., proper use of access gates, manual entry if card access fails);
 - 9.14.2. driving and parking;
 - 9.14.3. alcohol and substance use (as restricted under 9.10);
 - 9.14.4. orientation activities and anti-hazing measures.

Property and Facilities

- 9.15 may not remove UFS-owned furniture or equipment from its designated location.
- 9.16 may not bring personal furniture into the facility without written permission from HRA.
- 9.17 has the right to reasonable use of common areas.
- 9.18 may not move to another room or facility without written permission from HRA.
- 9.19 must keep their room and shared areas clean and tidy at their own expense.
- 9.20 may not bring or use personal heaters, electric blankets, or similar heating devices.

Electrical Appliances

- 9.21 may use the following appliances:
- 9.21.1. a fridge not exceeding 230 litres (a 170-litre fridge may be rented from HRA);
 - 9.21.2. a kettle not exceeding 5 amps;
 - 9.21.3. a microwave;
 - 9.21.4. a computer/laptop.
- 9.22 may only use frying pans, air fryers, and other food-preparation devices in kitchens, never in passages, bedrooms, or other areas.

Prohibited Items and Activities

- 9.23 may not keep pets or animals (excluding guide dogs).
- 9.24 may not keep firearms or dangerous weapons in the facility or on their person.



- 9.25 may not possess firearms or dangerous weapons in the facility or on their person.
- 9.26 may not keep or possess firearms or dangerous weapons in the facility or on their person.
- 9.26 indemnifies the UFS against damage to or loss of personal possessions for any reason.
- 9.27 may not assign, cede, sell, or transfer any rights under this agreement.
- 9.28 may not withhold, delay, or deduct payments owed to the UFS for any reason.

Room Maintenance and Reporting Duties

- 9.29 must maintain the room, furniture, and equipment in good order and return them in such condition (fair wear and tear excepted). UFS may recover repair costs where applicable.
- 9.30 must promptly report any defects that require UFS maintenance.
- 9.31 shall have no claim against the UFS for losses arising from cancellation of residency due to shortcomings of the property.
- 9.32 may not affix objects to walls, doors, ceilings, or wood panels.
- 9.33 may not perform repairs or maintenance independently.

Liability for Damage

- 9.34 shall be liable for any damage caused to UFS property.
- 9.35 in cases of co-tenancy, liability for damage will be joint and several unless the responsible party is identified.
- 9.36 in cases of damage to common areas where no responsible individual is identified, all residents of the facility will be jointly and proportionally liable.

Vacating Requirements

- 9.37 must completely vacate their room when required for upgrading.
- 9.38 must vacate their room, where reasonably possible, in the event of a force majeure incident under Paragraph 11.

Alterations and Improvements

- 9.39 may not make any alterations or improvements without written consent. If consent is granted—or if alterations are made without consent—the following apply:
 - 9.39.1. all work is at the student's expense;
 - 9.39.2. work must be done in a proper and workmanlike manner;
 - 9.39.3. alterations become UFS property unless otherwise stated;
 - 9.39.4. the UFS may require the student to remove alterations and restore the room at the student's cost.

10. THE GENERAL POWERS AND OBLIGATIONS OF THE UFS

The UFS:

Access, Inspection, and Maintenance

- 10.1 shall be entitled, at all reasonable times, to access a student's room in the Postgraduate Residence for the purpose of effecting necessary repairs, maintenance, or alterations.
- 10.2 shall be entitled to inspect a student's room at reasonable times for any lawful purpose.
- 10.3 shall be entitled to repair or alter a student's room, where required, by appointing any representative or contractor. The student indemnifies the UFS against any loss or damage arising from the actions of such representatives or contractors, except where caused by the UFS' wilful misconduct or gross negligence.



Liability and Use of Deposits

- 10.4 shall not be liable for any loss of or damage to a student's personal possessions, regardless of the cause.
- 10.5 shall be entitled to apply the student's deposit (as referred to in Paragraph 5.2) or debit the student's tuition fee account to cover any reasonable expenses incurred in repairing damage to UFS property for which the student is liable.

Maintenance Obligations

- 10.6 is responsible for the general maintenance of the student's room and the broader Postgraduate Residences subject to the reporting obligations placed on the student in Paragraph 9.30.

Relocation Powers

- 10.7 retains the right, where reasonably necessary, to relocate a student to another room within the same residence, to another Postgraduate Residences, or to alternative accommodation. Such relocation may occur for operational, safety, maintenance, disciplinary, or other legitimate institutional purposes.

11. FORCE MAJEURE AND DISASTER MANAGEMENT

11.1 Definition of Force Majeure

For purposes of these Contract Terms and Conditions, a force majeure event includes, without limitation, any event or circumstance beyond the reasonable control of the UFS or the student, including but not limited to:

- 11.1.1. the COVID-19 pandemic and any regulations, directives, or measures issued under the Disaster Management Act 57 of 2002, the State of Emergency Act 64 of 1997, or any similar legislation enacted to curb the spread of infectious diseases;
- 11.1.2. acts of nature or other uncontrollable events;
- 11.1.3. pestilence, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, or other natural disasters;
- 11.1.4. any epidemic or pandemic, and any related actions or regulations issued by governmental authorities at national, provincial, or local levels;
- 11.1.5. any law, directive, or action taken by a government or public authority, including the imposition of lockdowns, restrictions on gatherings, or other mandatory or voluntary compliance measures;
- 11.1.6. the inability of the UFS to provide accommodation or services, or to obtain transportation or supplies, due to a force majeure event;
- 11.1.7. terrorist attacks, civil unrest, riots, war, threat or preparation for war, sanctions, embargoes, or breakdown of diplomatic relations;
- 11.1.8. nuclear, chemical, or biological contamination, or sonic boom;
- 11.1.9. collapse of buildings, fire, explosion, or major accidents; and
- 11.1.10. labour or industrial disputes, strikes, industrial action, or lockouts.

11.2 Temporary Suspension of Accommodation

The UFS may, in its discretion, instruct a student to vacate the Postgraduate Residence in the event of a force majeure occurrence. If so instructed, the student must vacate the premises in the manner, timeframe, and for the duration communicated by the UFS.

11.3 Limitation of Liability During Force Majeure

The UFS shall not be liable for:

- 11.3.1 requiring the student to vacate a Postgraduate Residence in terms of Paragraph 11.2, and the student shall have no claim for loss or injury



- arising therefrom. Accommodation services will be suspended for the duration of the force majeure event, or as otherwise communicated by the UFS; or
- 11.3.2 any delay or inability to perform its obligations due to a force majeure event. The UFS shall not be liable for any loss or injury resulting from such delay or inability to perform, and the affected obligations shall be suspended for the duration of the force majeure event, or as otherwise communicated by the UFS.

11.4 No Right to Terminate Residency During Force Majeure

The student shall not be entitled to terminate his/her residency due to a force majeure event. The UFS shall resume performance of its obligations as soon as it is reasonably able to do so once the force majeure conditions have ceased or diminished.

12. TERMINATION OF ACCOMMODATION

In the event that **the student:**

- 12.1 fails to comply with these Contract Terms and Conditions, the Rules, and/or the Undertaking, or any terms and conditions contained in any undertaking signed in accordance with Paragraph 2 (Residence Accommodation), and fails to remedy such breach within seven (7) days after receiving written notice from the UFS requesting rectification; or
- 12.2 is issued with written notices to remedy breaches more than twice in any calendar year in terms of Paragraph 3.1; or
- 12.3 intentionally provides false, incomplete, or misleading information in the application for residence accommodation in a Postgraduate Residence; or
- 12.4 ceases to be a registered full-time student of the UFS as determined by the relevant faculty; or
- 12.5 no longer meets the eligibility requirements for admission to the Postgraduate Residence,

then the UFS shall be entitled, in its discretion and notwithstanding any previous waiver or indulgence, and without prejudice to any rights it may have to claim damages, arrear accommodation fees, or any other amounts due, to terminate the student's residency by written notice to the student.

13. GENERAL

13.1 Notices and Correspondence

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

13.1.1 Email Address Per Campus:

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

13.1.2 If intended for the student:

The student's allocated room at the Postgraduate Residence, which he/she reside.



13.2 Deemed Receipt of Notices

Notices shall be deemed to have reached the intended recipient within three (3) days of being dispatched to the address specified in Paragraph 13.1.

13.3 Actual Receipt Overrides Formalities

Notwithstanding Paragraphs 13.1 and 13.2, any written notice or communication actually received by a party—whether by hand delivery, facsimile, or electronic

mail—shall constitute adequate written notice to that party for purposes of these Contract Terms and Conditions.

13.4 No Waiver Through Indulgence

Any relaxation, indulgence, extension of time, or delay (“Indulgence”) by the UFS in exercising any right under these Contract Terms and Conditions, the Undertaking, and/or the Rules shall not be construed as a waiver of such right. Such Indulgence shall not prevent the UFS from subsequently exercising that right or pursuing any remedy, nor shall it constitute a waiver of any other right, whether against the student or any other party.

13.5 Entire Agreement

These Contract Terms and Conditions, read together with the Undertaking, the Rules, and the Offer Letter, constitute the entire agreement between the UFS and the student regarding residency in a Postgraduate Residence and supersede all prior representations, negotiations, communications, or understandings.

13.6 Governing Law

These Contract Terms and Conditions, the Undertaking, and the Rules shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

13.7 No Adverse Interpretation

The student acknowledges that he/she has had the opportunity to seek legal advice regarding these Contract Terms and Conditions and the Undertaking. Accordingly, no provision herein shall be interpreted to the detriment of either party on the basis that such party was responsible for drafting or preparing the agreement or any part thereof.

13.8 Variation

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

13.9 Severability

Wherever possible, each provision of these Contract Terms and Conditions and the Undertaking shall be interpreted to give effect to its validity under applicable law. Suppose any provision is found to be illegal, invalid, or unenforceable. In that case, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.