



## Terms and Conditions: Short Stay Accommodation

Any student staying in a residence on the respective campuses of the UFS must adhere to the protocols, terms and conditions outlined below:

### Accommodation fees

- A pro forma invoice will be sent as confirmation of fees payable.
- Full pre payment will be required prior to arrival as per the confirmation letter. Failure to make payment will result in the cancellation of the accommodation booked without prior notice.
- Payment can be done via EFT or Student Account. Charges to the student account will be subject to available funds.

### Cancellation policy

- Cancellation of a booking is required three days prior to arrival.
- Any cancellation after three days will result in full cancellation charges.
- Cancellation of bookings must be done in writing

### Breakages

- The student with the assistance of the Residence Head and/or Residence Assistant must inspect the room for any breakages prior to occupation to avoid any possible charges.
- Upon check out the student with the assistance of the Residence Head and/or Residence Assistant must inspect the room for any breakages.
- Any breakages occurred during the period of accommodation will be charged to the student account.
- If a student fails to return the key or access card upon check out, the student will be charged accordingly:
  - Replacement key at R200.00.
  - Replacement access card at R95.00.

### Indemnity and Limitation of Liability

- The student indemnifies and shall keep the UFS indemnified at all times and hold it harmless against all direct and/or indirect damages and losses (including without limitation consequential damages and losses) sustained by the student arising in any manner from the student's residency in a Residence whatsoever, including, without limitation, from damage to property, claims for or in respect of the death or personal injury of any individual or any other claim, action, charge, cost, demand or expense, including (without being limited thereto) all legal fees and costs arising as a result of any of the following –
  - any breach of these Contract Conditions and Residences Student/Prospective Student Undertaking by the student;
  - the occupancy, use of and/or any activity conducted in or at the Residence by the student and/or his/her visitors; or
  - non-compliance by the student with or contravention of the provisions of any law and/or the Rules.provided that the indemnification of the UFS by the student does not apply to instances where the liability which is indemnified arose as a result of the wilful misconduct or gross negligence of the UFS.
- The student shall –
  - have no claim on any nature against the UFS by reason of –
    - any loss, damage or injury which the student or any other person whomsoever may directly or indirectly suffer by reason of any cause or action either wholly or partly beyond the UFS' control;
    - **any loss or damage suffered by the student following any burglary, fire or other force majeure event as contemplated in paragraph 11 (*Force Majeure and Disaster Management*) at the Junior residence or the room in which the student resides;**
    - any act or omission by any other tenant in a Residence;
    - the occupancy and use of the Residence by the student or any other person;
    - the condition or state of repair at any time of the Residence and/or the student's room in the residence, or any part thereof;
    - any change of the facade, appearance or any other feature of the Residence by the UFS;
    - any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air conditioning, heating, or any other amenity, utility or service to the Residence, whatever the cause;
    - any breakdown of, interruption in or faulty operation of, any machinery, plant, equipment, plumbing, electrical or other installation or system situated in or on, or serving, the Residence, including (but not limited to) any lift, escalator, geyser, boiler, air-conditioning unit, burglar alarm, or security installation or system, whatever the cause; and/or

- any interruption of or interference with the enjoyment or beneficial occupation of the Residence caused by any construction operations or other works to or in or about the Residence, provided that such is not due to the wilful misconduct of the UFS.
- The student shall not be entitled to withhold or defer payment of any amounts due to the UFS (whether in terms of these Contract Conditions or otherwise) or to apply set off in respect thereof, for any reason whatsoever.
- **Students are strongly advised to insure their possessions and the UFS shall not be held responsible for damage thereof due to any cause whatsoever.**
- Students shall be liable for any direct and/or indirect damages and losses, including without limitation consequential damages and losses) sustained by the UFS due to any loss of or damage to the UFS' property as a result of the student's actions. For any damage to a room or the Residence, the student concerned shall be held liable jointly and severally with his/her co-tenant, as the case may be.

### **General Obligations and Rights**

The student –

- must adhere to the Rules of the UFS, all of which shall be binding on the student for the duration of his/her residency in a Residence;
- must immediately upon his/her first arrival at the Residence, report to the reception desk of the Residence to which the student has been allocated, sign- in and receive his/her keys and access card to his/her room;
- must on entering the room at the Residence for the first time, inspect the room to ascertain the existence or not of any defects or damage therein with a view to determining the UFS' responsibility for rectifying any defects or damage, and sign the inventory form or any other applicable undertakings required by the UFS, as a way of accepting the condition of the room on such date;
- must adhere to, contribute and maintain an academic atmosphere at all times in the Junior Residence;
- may not allow any visitors in the Residence at any time
- may not do anything or permit anything to be done in the Residence and the room allocated to him/her, which may constitute a nuisance, danger or hazard to adjoining rooms or cause annoyance, disturbance or discomfort to tenants of the Residence in question or which amounts to improper, indecent or objectionable conduct or use of the room or the Residence;
- may not be guilty of misconduct, including (without limitation) possession, consumption, sale or manufacturing of alcohol and/or any substance in a Residence;
- may not allow any other person to occupy the room or sublet the room;
- must at all times comply with the Rules, including, but not limited to, rules pertaining to –
  - security, including but not limited to, using the revolving gate at own risk and unlocking the front door should the card access system fail to function;
  - the driving and parking of vehicles at the Junior Residence;
  - the use of alcoholic beverages and substance in the Residence,
- may under no circumstances remove or carry around any furniture or equipment which is the property of the UFS;
- has the right of reasonable use of the common areas (for example corridors, kitchens and bathrooms) located within the Residence;
- must keep the room clean and tidy at his/her own expense;
- may not bring his/her own heater or use electronic or other heaters in the room and/or the Residence;
- should use the corridor kitchens to prepare food;
- may not keep any pets or other animals either on your person or in the room and/or the Residence;
- may not keep a firearm and/or dangerous weapon on campus; May not possess a firearm and or dangerous weapon either on your person, on campus or in residences;
- may not affix any objects to the walls, doors, pelmets, wood panels or ceilings in the room and/or the Residence;
- may not repair any defects or breakages in the room himself/herself or do any maintenance work in the room and/or the Residence.