



GENERAL CONTRACT CONDITIONS PERTAINING TO ACCOMMODATION IN JUNIOR ACCOMMODATION FACILITIES

2021

Reviewed on an Annual Basis

IMPORTANT NOTICE:

The terms and conditions as set out in this document (the "**Contract Conditions**") must be read in conjunction with the Junior Residences Student/Prospective Student Undertaking, the rules, regulations and policies of the University of the Free State (the "**UFS**"), as amended, substituted or varied from time to time, pertaining to a junior student's provisional and final acceptance and concomitant tenancy in a junior residence of the UFS (the "**Rules**"). Please take note that any student/prospective student residing in a junior residence, irrespective of his/her registration status at the UFS, shall be subject to these Contract Conditions and the Junior Residences Student/Prospective Student Undertaking.

1. DEFINITIONS

- 1.1 "**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;
- 1.2 "**HRA**" means the Housing and Residence Affairs office of the UFS;
- 1.3 "**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;
- 1.4 "**Placement Policy**" means the official UFS policy that govern admission requirements of students to the university;
- 1.5 "**Prospective Student**" means a student who intends on registering as a student of the UFS;
- 1.6 "**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;
- 1.7 "**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;
- 1.8 "**Residence**" means a residence situated within the UFS' 3 campuses;

1.9 “**Rules and Regulations**” means the rules, regulations and policies of the UFS as amended, substituted or varied from time to time;

1.10 “**Student**” means an academically registered student of the University of the Free State;

1.11 “**UFS**” means the University of the Free State including employees, contractors, and agents of the UFS; and

1.12 “**Undertaking**” means the undertaking by the student/prospective student in accordance with which he/she acknowledges and undertakes to comply with the terms and conditions set out herein.

2. RESIDENCE ACCOMMODATION

2.1. These Contract Conditions and the Junior Residences Student/Prospective Student Undertaking are applicable to accommodation in a junior residence of the UFS (hereinafter referred to as “**Junior Residence(s)**”) during the residency period as contemplated in paragraph 2 (*Duration of residency*) below, as well as for any holiday accommodation in a Junior Residence.

2.2. Subject to provisional acceptance of prospective students pending confirmation of compliance with the eligibility, placement and admission criteria of the UFS as set out in the Placement Policy (*hyperlink*) of the UFS (the “**Placement Policy**”), only full-time registered students of the UFS may be accommodated in Junior Residences.

2.3. The UFS shall, in its own discretion and subject to availability, allocate a bed in a Junior Residence to students who –

2.3.1. meet the respective admission requirements for junior housing applicable to all three UFS campuses as set out in the Placement Policy.¹

2.3.2. have successfully completed the necessary accommodation application forms as provided by the UFS and such application has been approved as contemplated in paragraph 3 (*Application Procedure and Renewal Process*) (*insert link*) below; and

2.3.3. have made payment of the necessary deposit and other fees in accordance with paragraph 4 (*Accommodation Fees and Deposit*) below.

2.3.4. Are not older than 23 years of age.

¹ UFS Housing and Residence Affairs Placement Policy document: See hyperlink provided on page 1 at contract provision 1.2 for access to the Placement Policy.

- 2.4. It is important to take note that admission (provisional or otherwise) to a Junior Residence does not imply that a student has been granted admission to any academic degree course or has been selected for a field in respect of which selection applies. The final acceptance and ultimate registration as a student remain subject to all admission requirements of the UFS having been met and any applicable undertakings being signed upon arrival at the Junior Residence as required by the UFS.
- 2.5. Subject to paragraph 1.6 below, only full-time registered students of the UFS shall be eligible to be accommodated in a Junior Residence as contemplated in these Contract Conditions. Should a student at any time cease to be a full-time student whilst residing in a Junior Residence or during the period that his/her application for accommodation is pending, he/she must inform the UFS of his/her change in registration status at the UFS within 48 (FORTY EIGHT) hours.
- 2.6. The student or former student as contemplated in paragraph 1.5 above (as the context may require) shall continue to be responsible for accommodation related expenses subject to the discretion of the UFS, regardless of whether he/she is registered at the UFS, for the duration of his/her tenancy in a Junior Residence. Please take note that the student, or former student, shall at all times whilst residing in a Junior Residence be subject to these Contract Conditions, Junior Residences Student/Prospective Undertaking and the Rules.
- 2.7. The UFS has the right to cancel a student's residency in terms of hereof at any stage during the course of an academic year of study on 2 (TWO) months' prior written notice to that effect, without any penalties arising from such cancellation. For avoidance of doubt, the student shall remain responsible for payment of his/her accommodation fees and expenses during the 2 (TWO) month notice period and if he/she continues to reside in a Junior Residence past such 2 (TWO) month notice period despite cancellation, he/she shall continue to be responsible to pay his/her accommodation fees and expenses for the duration that he/she resides in a Junior Residence.

3. DURATION OF RESIDENCY

- 3.1. With the exclusion of UFS holiday periods, the residency period in terms of these Contract Conditions and Junior Residences Student/Prospective Student Undertaking shall commence on the day prior to the official dates indicated by the UFS per term for first-year students and senior students, respectively, and shall endure until the day after the last official date indicated by the UFS on which such academic year ends.
- 3.2. Provided that the student –
 - 3.2.1. shall have faithfully carried out the terms and conditions set out in these Contract

Conditions as well as the Junior Residences Student/Prospective Student Undertaking and that he/she shall not have breached any material provision set out herein, and subject to compliance with any applicable Rules;

3.2.2. is in no way in default hereunder on the date when his/her tenancy expires in terms of paragraph 2.1 above,

then the student shall have the option to apply for the renewal of his/her residency in a Junior Residence for further period of 1 (ONE) academic year (the duration of which is as stipulated by the UFS from time to time) upon the same terms and conditions, save that the accommodation fees shall be annually reviewed and accordingly adjusted by the UFS.

3.3. Should the student be desirous to renew his/her tenancy for further period of 1 (ONE) academic year as contemplated in paragraph 2.2 above, the student must follow the procedure set out in paragraph 3.2 (*Application Procedure and Renewal Process*) below.

3.4. It is hereby recorded, for avoidance of doubt, that the Student shall be accommodated in a Junior Residence for a period up to or until the end of the relevant academic year. Any renewal of his/her residency shall be subject to the outcome of the renewal process set out in paragraph 3.2 (*Application Procedure and Renewal Process*) below.

4. APPLICATION PROCEDURE AND RENEWAL PROCESS

4.1. Application procedure

4.1.1. Students can apply for residency in a Junior Residence by completing an application form which is obtainable on the UFS 'official website and submitting the requisite supporting documents on or before 30 September unless otherwise determined by the UFS each year.

4.1.2. Each application will be subject to the admission requirements for junior housing applicable to all three UFS campuses as set out in the Placement Policy² and subject to general availability.

4.1.3. If a student's application is approved, he/she shall receive a notice to that effect as well as a written offer letter setting out the following information (hereinafter referred to as the "**Offer Letter**"):

² UFS Housing and Residence Affairs Placement Policy document: See hyperlink provided on page 1 at contract provision 1.2 for access to the Placement Policy.

- 4.1.3.1. The procedure which follows upon receipt of Offer Letter.
- 4.1.3.2. The date on which the student can move into the Junior Residence allocated to him/her.
- 4.1.3.3. The name and address of the Junior Residence allocated to the student in question.
- 4.1.3.4. The deposit amount payable in respect of such Junior Residence.

4.2. **Renewal of Placement Process**

- 4.2.1. Should a student be desirous to renew his/her residency for further period of 1 (ONE) academic year as contemplated in paragraph 2.2 (*Duration of residency*), he/she is required to submit a written notice to that effect, signed by the student, and transmitted to the UFS in the manner as set out in the Placement Policy³.
- 4.2.2. The UFS will consider the student's renewal request upon receipt of the written request contemplated in paragraph 3.2.1 above, and may request supporting documentation to substantiate the student's request and/or any other information it deems appropriate under the circumstances. It is important to take note that **renewal is not guaranteed** and it shall be in the sole discretion of the UFS to decide whether to extend the student's residency in a Junior Residence or not.
- 4.2.3. Any renewal shall be subject to Rules of the UFS and any eligibility requirements stipulated therein, and further subject to availability.
- 4.2.4. For minimum requirements refer to the Renewal of Placement Policy which can be found at [*insert link*].

5. **ACCOMMODATION FEES AND DEPOSIT**

5.1. **Accommodation Fees**

- 5.1.1. The UFS annually determines the accommodation fees payable by a student for the succeeding year, an exposition of which is set out in the relevant prospectus or annual tuition fee year book of the UFS for such subsequent academic year (the "**accommodation fees**") and shall be repeated in the Offer Letter.
- 5.1.2. It is specifically recorded that the accommodation fees exclude value -added tax but

³ UFS Housing and Residence Affairs Placement Policy document: See hyperlink provided on page 1 at contract provision 1.2 for access to the Placement Policy.

include water and electricity.

5.1.3. It is hereby further recorded that the UFS shall be entitled to charge default interest on all outstanding accommodation fees in accordance with the Rules and/or standard accountancy principles generally followed by the UFS, on the amount due to the UFS at a given date.

5.1.4. **Payment dates applicable for South African resident students:** 60% (SIXTY PERCENT) of the relevant accommodation fee is payable on or before the 31st day of March each year, and the remaining 40% (FORTY PERCENT) is payable on or before the 31st day of July of the same year.

5.1.5. **Payment dates applicable for international students:** 60% (SIXTY PERCENT) of the accommodation fee is payable on or before the 31st day of March each year, and the remaining 40% (FORTY PERCENT) is payable on or before the 30th day of June of the same year.

5.1.6. The accommodation fees shall be payable free of exchange and without deduction or set-off to the UFS in cash at the premises identified by the UFS to the student or by means of electronic transfer into a bank account as identified by the UFS to the student.

5.2. **Deposit**

5.2.1. A deposit amount as set out in the Offer Letter, or which is determined and prescribed by the UFS from time to time, is payable after receipt by the student of a provisional acceptance to be admitted to a Junior Residence of the UFS.

5.2.2. The deposit contemplated in paragraph 4.2.1 shall be payable on such date as stipulated by the UFS in the Offer Letter confirming such provisional acceptance and shall be payable in cash at the premises identified by the UFS or by means of electronic transfer into a bank account as identified by the UFS to the student. In select cases and in the sole discretion of the UFS, the deposit may be charged to the student's student account for payment in accordance with the Rules of the UFS.

5.2.3. The UFS may in its discretion apply the deposit for payment of any expenses incurred by the UFS in order to rectify damages in respect of the Junior Residence and/or the room in which the student resides in the Junior Residence (hereinafter referred to as the "room"), and for which the student is liable, or for payment of any amounts for which the student shall be liable towards the UFS in terms of these Contract Conditions and /or the Rules, provided that the UFS' right to claim damages of any other amounts owing to it shall not be limited as a result of the aforesaid and the student shall within 10 (TEN) days

of being notified by the UFS that the deposit has thus been applied, reinstate the deposit to the original amount thereof as set out in the Offer Letter.

- 5.2.4. On the termination of a student's tenancy in a Junior Residence and subject thereto that the student vacate the room in the Junior Residence allocated to him/her on the agreed date, the UFS may apply the deposit towards the payment and satisfaction of all amounts for which the student is liable under these Contract Conditions and/or the Rules, including (without limitation) the –
- 5.2.4.1. reasonable cost of repairing damage to the Junior Residence and/or the room in which he/she resided;
- 5.2.4.2. cost pertaining to the process and procedure to the replacement of lost keys (*insert hyperlink*); or
- 5.2.4.3. settlement of any outstanding amounts (or a part thereof) on the student's fees account with the UFS.
- 5.2.5. After application of the deposit in the manner contemplated in paragraph 4.2.4 above (to the extent applicable), the balance of the deposit, if any, shall be refunded by the UFS to the student within 7 (SEVEN) days after the student has vacated the Junior Residence at which he/she resided.

5.3. **Costs**

The student shall pay all legal expenses of the UFS, on an attorney and client scale, as well as any and all collection fees, should he/she neglect to meet any obligations regarding payment of the accommodation fees in terms hereof.

6. **CANCELLATION OF ACCOMMODATION**

- 6.1. In the event that a student wishes to cancel his/her residency in a Junior Residence during the course of an academic year, he/she shall be required to complete a cancellation form, which may be obtained from the Division Housing and Residence Affairs of the UFS.
- 6.2. The student shall be required to complete the cancellation form in full and hand in a fully signed copy at the Division Housing and Residences Affairs offices at the President Steyn Annex Building on the UFS main campus within 7 (SEVEN) business days after he/she has vacated his/her room in the Junior Residence. It is recorded that the date on which the student hands in the completed cancellation form (as contemplated in this paragraph 5.2), shall be regarded as the official cancellation date for the purposes of these Contract Conditions (hereinafter

referred to as the “**Cancellation Date**”).

- 6.3. An acknowledgement for the submission of the cancellation form will be issued to the student by the UFS within 14 (FOURTEEN) days after submission thereof.
- 6.4. In the event that a first-year student cancels his/her residency in terms of this paragraph 5 during the first term of the academic year, such student will only be liable for the payment of any and all accommodation fees which is outstanding up to the cancellation date.
- 6.5. In the event that a student (who is not a first-year student), cancels his/her residency in terms of this paragraph 5, during the first term of the academic year, such student will be liable for the payment of any and all accommodation fees due and payable to the UFS for the entire first term of such academic year, as well as all other outstanding accommodation fees (if applicable) as stipulated in the terms and conditions of the cancellation form.
- 6.6. Students (regardless of whether they are first-year students) who are desirous to cancel their residency during any term other than the first term of an academic year, shall be required to do so within 7 (SEVEN) business days prior to the last business day of such term in order to avoid financial liability for the succeeding term, failing which such student shall be liable for the accommodation fees due and payable to the UFS for the applicable academic term, as well as the succeeding term.
- 6.7. In the event that the student's accommodation is cancelled in terms of this paragraph 5, the UFS may apply the deposit (as described in paragraph 4.2) towards the payment and satisfaction of all amounts for which the student is liable under these Contract Conditions and/or the Rules, including the reasonable cost of repairing damage to the Junior Residence and/or the, the cost of replacing lost keys or the settlement of any outstanding amounts (or a part thereof) on the student's fees account with the UFS, where after the balance of the deposit, if any, shall be refunded by the UFS to the student, within 7 (SEVEN) days after the Cancellation Date.

7. HOLIDAY ACCOMMODATION

- 7.1. It is hereby recorded that students shall not be allowed to remain in a Junior Residence during the official recess periods of the UFS as indicated in the official UFS calendar unless otherwise communicated in writing to the student in question.
- 7.2. Should the student be desirous to stay in a Junior Residence during the quarterly holiday periods of the UFS, which formal recess periods are set out in the UFS calendar, an additional amount shall be payable by the student for each day that he/she resides in the Junior Residence during such recess period.

- 7.3. Students are required to apply for holiday accommodation at the Division Housing and Residence Affairs of the UFS (situated at the President Steyn Annex Building on the UFS main campus) and which accommodation will be subject to such criteria as prescribed by the UFS from time to time. Students are required to apply in writing at least 7 (SEVEN) days before the last date of the academic term prior to the holiday period's commencement.

8. MEAL SYSTEM

- 8.1. All Junior Residences of the UFS are self-catering, however, meals are offered on a cafeteria basis in the dining halls at:
- 8.1.1. The Bloemfontein campus: has Dining @Kovsies (these cafeterias are situated at Abraham Fischer, Soetdoring and Roosmaryn residences); and on the Thakaneng Bridge.
- 8.1.2. QwaQwa campus.
- 8.1.3. South campus.
- 8.2. Money for meals must be paid into the student's meals money account at the UFS cashier before meals can be taken by such student in accordance with paragraph 7.1 above.
- 8.3. The UFS issues each student with a student card which may be used for purchases in residence dining halls and on the Thakaneng Bridge in the manner contemplated in this paragraph 7.
- 8.4. Notwithstanding the above, it is also possible for the student to purchase meals on a cash basis and in which case he/she will not make use of his/her student card to pay for the meal as provided for in paragraphs 7.1 – 7.3.

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 and losses (including without limitation consequential damages and losses) sustained by the student arising in any manner from the student's residency in a Junior 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 –
- 9.1.1. any breach of these Contract Conditions and Junior Residences Student/Prospective Student Undertaking by the student;

- 9.1.2. the occupancy, use of and/or any activity conducted in or at the Junior Residence by the student and/or his/her visitors; or
- 9.1.3. 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.

9.2. The student shall –

9.2.1. have no claim on any nature against the UFS by reason of –

9.2.1.1. 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;

9.2.1.2. **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;**

9.2.1.3. any act or omission by any other tenant in a Junior Residence;

9.2.1.4. the occupancy and use of the Junior Residence by the student or any other person;

9.2.1.5. the condition or state of repair at any time of the Junior Residence and/or the student's room in the residence, or any part thereof;

9.2.1.6. any change of the facade, appearance or any other feature of the Junior Residence by the UFS;

9.2.1.7. 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 Junior Residence, whatever the cause;

9.2.1.8. 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 Junior 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

9.2.1.9. any interruption of or interference with the enjoyment or beneficial occupation of the Junior Residence caused by any construction operations or other works to or in or about the Junior Residence,

provided that such is not due to the wilful 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 in terms of these Contract Conditions or otherwise) or to apply set off in respect thereof, for any reason whatsoever.

9.3. **Students are strongly advised to insure their possessions and the UFS shall not be held responsible for damage thereof due to any cause whatsoever.**

9.4. 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 Junior Residence, the student concerned shall be held liable jointly and severally with his/her co-tenant, as the case may be.

10. THE STUDENT'S GENERAL OBLIGATIONS AND RIGHTS

The student –

10.1. 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 Junior Residence;

10.2. must immediately upon his/her first arrival at the Junior Residence, report to the Residence Head of the Junior Residence to which the student has been allocated, sign- in and receive his/her keys to his/her room;

10.3. must on entering the room at the Junior 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;

10.3.1. in the event that any of the furniture, equipment or improvements in the room are defective or damaged, the student must inform the Residence Head of such shortcomings within 7 (SEVEN) days from date of such student's arrival at the Junior Residence in question; and

10.3.2. if the UFS receives no such notice as contemplated in paragraph 9.3.1 above, it will

be accepted that the student received the room, as well as all furnishings and/or equipment and improvements made to such room in good condition;

- 10.4. shall sign the applicable issue form at the office of the Services Manager of the particular Junior Residence in question upon receiving supplies and/or items as per the inventory form which are available upon request from the UFS;
- 10.5. must, upon the termination of his/her residency and/or when vacating his/her room, sign the issue form (as referred to in paragraph 9.4) and return the supplies and/or items loaned from the UFS. These items must be returned to the UFS in the same condition as they were received in (fair wear and tear expected), failing which, the student shall be held liable for the replacement costs thereof;
- 10.6. must adhere to, contribute and maintain an academic atmosphere at all times in the Junior Residence;
- 10.7. must adhere to the visiting hours applicable to the Junior Residence as communicated by the UFS;
- 10.8. may not allow a visitor to stay in the room or the Junior Residence overnight or other times than the times agreed upon or stipulated in the Rules with regard to visiting hours;
- 10.9. may not do anything or permit anything to be done in the Junior 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 Junior Residence in question or which amounts to improper, indecent or objectionable conduct or use of the room or the Junior Residence;
- 10.10. may not be guilty of misconduct, including (without limitation) possession, consumption, sale or manufacturing of alcohol and/or any substance in a Junior Residence;
- 10.11. may not allow any other person to occupy the room or sublet the room;
- 10.12. must vacate his/her room at the end of each academic year as follows –
 - 10.12.1. the room, as well as the cupboards, must be vacated completely; and
 - 10.12.2. fridges can be stored in a storeroom at the student's own risk;
 - 10.12.3. at the end of each term, students vacate their rooms and their cupboards at own risk; and
 - 10.12.4. in the event that a student makes use of storage facilities in the Junior Residence, he/she

does so at own risk;

- 10.13. must return his/her room key in case of cancellation of his/her residency and/or at the end of an academic year (as the context may require);
- 10.14. must inform the UFS within 48 (FORTY EIGHT) hours in writing should he/she discontinue his/her studies at the UFS and/or if he/she is no longer deemed to be a registered student of the UFS;
- 10.15. must at all times comply with the Rules, including, but not limited to, rules pertaining to –
 - 10.15.1. 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;
 - 10.15.2. the driving and parking of vehicles at the Junior Residence;
 - 10.15.3. the use of alcoholic beverages and substance in the Junior Residence, subject to the provisions of paragraph 9.10 above; and
 - 10.15.4. the orientation and 'hazing' of students in the Junior Residence;
- 10.16. may under no circumstances remove or carry around any furniture or equipment which is the property of the UFS;
- 10.17. has the right of reasonable use of the common areas (for example corridors, kitchens and bathrooms) located within the Junior Residence;
- 10.18. may not move to another room within the Junior Residence without the written permission of the Division Housing and Residence Affairs of the UFS, via the Residence Head;
- 10.19. must keep the room clean and tidy at his/her own expense;
- 10.20. may not bring his/her own heater or use electronic or other heaters in the room and/or the Junior Residence;
- 10.21. May not bring any personal furniture however, may use the following electronic devices in the room and/or the Junior Residence –
 - 10.21.1. (ONE) fridge of a maximum capacity of 230 (TWO HUNDRED AND THIRTY) litres;
 - 10.21.2. electric kettle not exceeding 5 (FIVE) amps;
 - 10.21.3. (ONE) microwave oven;

- 10.21.4. (ONE) personal computer;
- 10.22. should use the corridor kitchens to prepare food;
- 10.23. may not keep any pets or other animals either on your person or in the room and/or the Junior Residence;
- 10.24. 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;
- 10.25. may not cede or in any other way assign, sell, make over or transfer any of his/her rights in terms of these Contract Conditions, Junior Residences Student/Prospective Student Undertaking or the Offer Letter;
- 10.26. is not entitled to withhold, set off, delay or make any deduction from any payment due to the UFS for any reason whatsoever, irrespective of whether the UFS is indebted to the student or in breach of any obligation to the student, including, but not limited to, failure by the UFS to effect any necessary repairs to the room;
- 10.27. must ensure that the interior of the room occupied by him/her, as well as the furniture and equipment therein, are kept in a good order and shall, upon the termination of his/her residency in terms of these Contract Conditions read with the Junior Residences Student/Prospective Student Undertaking (for any reason whatsoever), return to the UFS the room, as well as the furniture and equipment therein, in good order (fair wear and tear expected), failing which the UFS shall be entitled to claim the costs from the student in order to effect the necessary maintenance or repairs;
- 10.28. should any defect manifest itself in the room for the repair of which the UFS is responsible, shall as soon as reasonably possible after the manifestation thereof, give the UFS notice of the defect;
- 10.29. will have no claim whatsoever against the UFS for any loss suffered or damage sustained or as a result of the cancellation of his/her residency in a Junior Residence due to any shortcomings of the property;
- 10.30. may not affix any objects to the walls, doors, pelmets, wood panels or ceilings in the room and/or the Junior Residence;
- 10.31. may not repair any defects or breakages in the room himself/herself or do any maintenance work in the room and/or the Junior Residence;
- 10.32. must vacate his/her room completely for the purpose of upgrading;

- 10.33. must, unless arrange with the UFS, vacate his/her room during official holiday periods of the UFS in accordance with the provisions of paragraph 6 (*Holiday Accommodation*);
- 10.34. must vacate his/her room completely in the event of a force majeure event as contemplated in paragraph 11 (*Force Majeure and Disaster Management*), to the extent reasonably possible depending on the nature of the force majeure event and subject to any communications received by the UFS (if any); and
- 10.35. may not, in any manner whatsoever, effect any alterations, additions, attachment or other improvements to the room at the Junior Residence without the prior written consent of the UFS, and should the UFS agree to such alteration, addition, attachment or improvement, the following conditions shall apply-
 - 10.35.1. it shall be done at the student's expense;
 - 10.35.2. any such alterations, additions or improvements must be effected in a proper and workmanlike manner;
 - 10.35.3. save for the provisions of paragraph 9.37.4, it shall become the property of the UFS and may not be removed from the room or the Junior Residence at any time, and the student shall have not claim for compensation for any improvements to the room and shall no right of retention in respect of any such improvements; or
 - 10.35.4. the student shall, at the UFS' request, remove any alterations, additions, attachment or other improvements from the room within a reasonable time after termination of his/her residency and reinstate the room to the same condition in which he /she received it (fair wear and tear expected), failing which the UFS shall be entitled to claim the costs from the student in order to effect the necessary maintenance or repairs.

11. THE GENERAL POWERS AND OBLIGATIONS OF THE UFS

The UFS –

- 11.1. shall be entitled at all reasonable times, to have access to a student's room in the Junior Residence in order to effect any necessary repairs, alterations or maintenance work;
- 11.2. shall be entitled to inspect a student's room in the Junior Residence for any purpose whatsoever at reasonable times and by prior arrangement with the student;
- 11.3. shall be entitled to repair or alter a student's room in the Junior Residence by appointing any representative or contractor and the student hereby indemnifies the UFS against any damage or loss suffered that may result from the actions of such representatives or contractors;

- 11.4. utilize the student 's contingency deposit (as referred to in paragraph 4.2 above) or debit the student's tuition fees account to cover any reasonable expenses that the UFS may incur in repairing any damage caused to the property of the UFS for which the student is liable;
- 11.5. is responsible for the maintenance of the student's room and the Junior Residence; and
- 11.6. retains the right to move a student, if necessary, to another room in the same residence or to another Junior Residence with at least 1 (ONE) week prior written notification.

12. FORCE MAJEURE AND DISASTER MANAGEMENT

- 12.1. In the event of a force majeure event, which includes any of the following, without limitation (hereinafter referred to as a "**force majeure event**"):
 - 12.1.1. the 2019 novel Coronavirus ("**COVID-19 virus**") and regulations imposed under the Disaster Management Act 57 of 2002 2002 ("**Disaster Management Act**") and the State of Emergency Act 64 of 1997 ("**State of Emergency Act**") in order to curb the spread of the COVID-19 virus;
 - 12.1.2. acts of God, nature or any uncontrollable events and/or any other cause or contingency beyond the control of the UFS or the student (as the context may require);
 - 12.1.3. pestilence, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, or other natural disaster;
 - 12.1.4. an epidemic or pandemic and any concomitant acts of the state or relevant governing authorities to regulate such epidemic or pandemic in an effort to curb the effects thereof whether on a national, provincial or local level;
 - 12.1.5. any law or any action taken by a government or public authority, including without limitation imposing a national or provincial lock-down prohibiting public gatherings and further regulations as well as voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority;
 - 12.1.6. inability to provide accommodation or housing, or to obtain transportation due to a force majeure event, as well as interruption or failure of accommodation or any services of the UFS due to a force majeure event;
 - 12.1.7. terrorist attacks, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of 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. any labour or trade dispute, strikes, industrial action or lockouts.
- 12.2. For avoidance of doubt, it is hereby recorded that the UFS may instruct the student to vacate the Junior Residence in the event of a force majeure event. If the UFS requires the student to vacate the Junior Residence due to a force majeure event, the student shall vacate the premises in the manner and for the period as communicated by the UFS.
- 12.3. It is hereby recorded that the UFS shall not be held responsible for –
 - 12.3.1. obliging the student to vacate the Junior Residence due to a force majeure event as contemplated in paragraph 11.2 above and shall be under no liability for loss or injury suffered by the student as a result thereof and the accommodation provided to the student shall be suspended for the duration of the force majeure event or as communicated by the UFS from time to time; or
 - 12.3.2. any delay in performance due to any force majeure event and shall be under no liability for loss or injury suffered by the student as a result thereof and the performance of such delayed obligation(s) by the UFS shall be suspended during such delay for the duration of the force majeure event or as communicated by the UFS from time to time.
- 12.4. The student shall not be entitled to terminate his/her residency at a Junior Residence during any such period of force majeure, provided that the UFS shall immediately rectify any delay in such performance once it is reasonably able to do so.

13. TERMINATION OF RESIDENCY

In the event that the student -

- 13.1. fails to comply with the provisions of these Contract Conditions or the Rules, and fails to rectify such breach within a period of 7 (SEVEN) days after receipt of a written notice from the UFS, calling on the student to do so;
- 13.2. intentionally provides false or misleading information on the form when applying for residence accommodation in a Junior Residence; and/or
- 13.3. is no longer a registered, full time student of the UFS; or
- 13.4. no longer meet the requirements for admission to the Junior Residence concerned,

then the UFS shall be entitled, at its discretion, notwithstanding any previous waiver or anything to

the contrary herein contained, and without prejudice to its rights to claim damages or arrear accommodation fees or any other claim against the student, to cancel the residency of the student in terms hereof by written notice to the student.

14. GENERAL

- 14.1. All correspondence and notices given in terms of these Contract Conditions or related to the student's residency in a Junior Residence must be in writing and addressed to the following addresses:
 - 14.1.1. If intended for the UFS: The Senior Director, Division Housing and Residence Affairs, University of the Free State, P.O. Box 339, Bloemfontein, 9300.
 - 14.1.2. If intended for the student: At the room at the Junior Residence where he /she resides.
- 14.2. Notices shall be regarded as having reached the intended recipient within 3 (THREE) days of having been dispatched in the manner and to the address set out in paragraph 13.1.
- 14.3. Notwithstanding anything to the contrary contained or implied in herein, a written notice or communication actually received by the parties from one another, including by way of facsimile transmission or electronic mail, shall be adequate written notice or communication to such party.
- 14.4. Any relaxation, indulgence or delay (collectively referred to as "**Indulgence**") by the UFS in exercising, or any failure by the UFS to exercise, any right under these Contract Conditions and Residence Student/Prospective Student Undertaking, in respect of the student's residency in a Junior Residence and/or the Rules shall not be construed as a waiver of that right and shall not affect the ability of the UFS subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against the UFS or any other person).
- 14.5. The stipulations of these Contract Conditions and the Junior Residences Student/Prospective Student Undertaking read together with the Rules and the Offer Letter, form the whole agreement between the UFS and the student regarding the student's residency in a Junior Residence as contemplated herein and supersedes all prior representations, communications, negotiations and understandings.
- 14.6. These Contract Conditions and the Junior Residences Student/Prospective Student Undertaking shall be governed by and construed in accordance with the laws of the Republic of South Africa.

- 14.7. The student acknowledges that he/she has had the opportunity to take legal advice concerning these Contract Conditions and agrees that no provision or word used herein shall be interpreted to the disadvantage of either party because that party was responsible for or participated in the preparation or drafting thereof, or any part of it.
- 14.8. No provision of these Contract Terms (including, without limitation, the provisions of this paragraph) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated, except (in any such case) by an agreement in writing signed by the student and the UFS.
- 14.9. Whenever possible, each provision of these Contract Conditions and the Junior Residences Student/Prospective Student Undertaking shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions, all of which shall remain in full force.
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