



University of the Free State Housing and Residence Affairs

TERMS AND CONDITIONS: ACCOMMODATION IN JUNIOR RESIDENCES

These terms and conditions (the **Contract**.) must be read in conjunction with 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 my provisional and final (if applicable) acceptance and concomitant tenancy in a junior residence of the UFS (the "**Rules**"). The provisions of this Contract are applicable to accommodation in a junior residence of the UFS ("**residence(s)**") during the residency period as contemplated in paragraph 2 below, as well as for any holiday accommodation in a residence. It is specifically recorded, to avoid any doubt, that an academic year is divided into 4 (FOUR) terms.

1. RESIDENCE ACCOMMODATION

- 1.1 Subject to provisional acceptance of prospective students pending the satisfaction of their eligibility criteria, only full time registered students of the UFS are accommodated in residences ("student(s)")
- 1.2 Subject to the provisions of paragraph 3.3, the UFS has the right to cancel the residency in terms of this Contract during the course of any academic year of study on 2 (TWO) months prior written notice to that effect, without any penalties arising from such cancellation.

2. PERIOD OF RESIDENCY DURING THE ACADEMIC YEAR

- 2.1 With the exclusion of UFS holiday periods, the residency period in terms of this Contract 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.
- 2.2 Provided that the student shall have faithfully carried out the terms and conditions of this Contract and the Rules and not breached any material provision of this Contract or the Rules, and provided that the student 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 right of renewing his /her tenancy in terms of this Contract for a 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 of this Contract, save that the accommodation fees shall be annually reviewed and accordingly adjusted by the UFS.
- 2.3 Should the student be desirous to exercise the right of renewal as referred to in paragraph 2.2 above, such right must be exercised by the student by means of a written notice to that effect, signed by the student and transmitted to the UFS no later than 30 September 2018, failing which the right of renewal shall lapse.

3. FEES: ACCOMMODATION FEES, DEPOSIT, CANCELLATION OF ACCOMMODATION AND HOLIDAY ACCOMMODATION

3.1 Accommodation Fees:

- 3.1.1 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 of the UFS for such subsequent academic year (the "**accommodation fees**"). It is specifically recorded that the accommodation fees exclude value -added tax but include water and electricity. 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 the relevant application form.
- 3.1.2 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.
- 3.1.3 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.

3.2 **Deposit:** a deposit amount, as 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 residence of the UFS, the payment date of which shall be stipulated by the UFS in the correspondence confirming such provisional acceptance. 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 residence and/or the room in which the student resides in the residence (the "**room**"), and for which the student is liable (subject to paragraph 5.4), or for payment of any amounts for which the student shall be liable towards the UFS in terms of this Contract and /or the Rules, provided that the UFS's 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.

3.3 On the termination of the tenancy in terms of this Contract, the UFS may apply such deposit towards the payment and satisfaction of all amounts for which the student is liable under this Contract and/or the Rules, including the reasonable cost of repairing damage to the residence and /or the room (subject to paragraph 5.4), 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, whereafter the balance of the deposit, if any, shall be refunded by the UFS to the student, within 7 (SEVEN) days of expiration of the student's residency.

3.4 Cancellation of accommodation:

- 3.4.1 In the event that a student cancels his/her residency during the course of an academic year, the student must inform the UFS of his /her intention to do so, in writing by completing and signing a cancellation form (to be obtained from the Housing and Residence Affairs division of the UFS), to be handed in at Housing and Residence 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 residence. It is recorded that the date on which the student hands in the completed cancellation form (as contemplated in this paragraph 3.4), shall be regarded as the official cancellation date for the purposes of this Contract ("**Cancellation Date**"). An acknowledgement for the submission of the cancellation form will be issued to the student by the UFS.

- 3.4.2 In the event that a first year student cancels his /her residency in terms of this paragraph 3.4, 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.
- 3.4.3 In the event that a student (who is not a first year student), cancels his/her residency in terms of this paragraph 3.4, 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).
- 3.4.4 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.
- 3.4.5 In the event that the student's accommodation is cancelled in terms of this clause 3.4, the UFS may apply the deposit (as described in paragraph 3.2) towards the payment and satisfaction of all amounts for which the student is liable under this Contract and /or the Rules, including the reasonable cost of repairing damage to the residence and /or the room (subject to paragraph 5.4), 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, whereafter the balance of the deposit, if any, shall be refunded by the UFS to the student, within 7 (SEVEN) days of cancellation of the student's residency.
- 3.5 Holiday accommodation: An additional amount per day is payable for holiday accommodation during June /July, September/October and November/December holidays. Students are required to apply for holiday accommodation at the Division Housing and Residence Affairs of the UFS 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 7 (SEVEN) days before the last date of the term.

4. MEAL SYSTEM

All residences of the UFS are self-catering, however, meals are served on a cafeteria basis in the dining halls at:

- 4.1 Bloemfontein campus (Abraham Fischer, Soetdoring and Roosmaryn)
- 4.2 QwaQwa campus
- 4.3 South campus

5. INDEMNITY AND LIMITATION OF LIABILITY

- 5.1 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 the 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 –
 - 5.1.1 any breach of this Contract by the student;
 - 5.1.2 the occupancy, use of and/or any activity conducted in or at the residence by the student and/or his/her visitors; or
 - 5.1.3 non-compliance by the student with or contravention of the provisions of any law and/or the Rules
- 5.2 The student shall –
 - 5.2.1 have no claim on any nature against the UFS by reason of –

- 5.2.1.1 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's control;
- 5.2.1.2 any loss or damage suffered by the student following any burglary, fire or other vis major circumstance at the residence or the room in which the student resides;
- 5.2.1.3 any act or omission by any other tenant;
- 5.2.1.4 the occupancy and use of the residence by the student or any other person;
- 5.2.1.5 the condition or state of repair at any time of the residence and/or his/her room in the residence, or any part thereof;
- 5.2.1.6 any change of the facade, appearance or any other feature of the residence by the UFS;
- 5.2.1.7 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 residence, whatever the cause;
- 5.2.1.8 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 residence, including (but not limited to) any lift, escalator, geyser, boiler, air-conditioning unit, burglar alarm, or security installation or system, whatever the cause;
- 5.2.1.9 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;

- 5.2.2 not be entitled to withhold or defer payment of any amounts due in terms of this Contract, or apply set off in respect thereof, for any reason whatsoever.

5.3 Students are strongly advised to insure their possessions.

5.4 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.s 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.

6. THE STUDENT'S GENERAL OBLIGATIONS AND RIGHTS

The student –

- 6.1 must, upon arrival at the residence, report to the residence head of the residence, sign-in and receive his/her keys to his/her room;
- 6.2 must, after receiving supplies (e.g. broom, dustbin, etc.) from the UFS, sign the supplies issue form at the service manager of the particular residence;
- 6.3 must, upon the termination of his/her residency and/or when vacating his/her room, sign the supplies issue form (as referred to in paragraph 6.2) and return the supplies (as referred to in paragraph 6.2 above) 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;
- 6.4 must ensure that an academic atmosphere prevails at all times in the residence;
- 6.5 must adhere to the visiting hours applicable to the residence;
- 6.6 may not do anything or permit anything to be done in the residence and the room which may constitute a nuisance, danger or hazard to adjoining rooms or cause annoyance, disturbance or discomfort to tenants of the residence or which amounts to improper, indecent or objectionable conduct or use of the residence and the room;
- 6.7 may not be guilty of misconduct or alcohol abuse;
- 6.8 may not allow a visitor to stay in the room or residence overnight or other times than the times agreed upon or stipulated in the Rules with regard to visiting hours;
- 6.9 may not allow any other person to occupy the room or sublet the room;
- 6.10 must vacate his/her room at the end of each academic year as follows –
 - 6.10.1 the room, as well as the cupboards, must be vacated completely; and

- 6.10.2 fridges can be stored in a storeroom at the student's own risk;
- 6.10.3 at the end of each term, students vacate their rooms and their cupboards at own risk.
- 6.11 must return his/her room key in case of cancellation of his/her residency in terms of this Contract and/or at the end of an academic year;
- 6.12 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;
- 6.13 must at all times comply with the Rules, including, but not limited to, rules pertaining to –
 - 6.13.1 security, including but not limited to, locking the front door of the residence at 24:00, using the revolving gate at own risk and unlocking the front door should the card access system fail to function;
 - 6.13.2 the driving and parking of vehicles at the residence;
 - 6.13.3 the use of alcoholic beverages and drugs in the residence; and
 - 6.13.4 the orientation and 'hazing' of students in the residence;
- 6.14 may under no circumstances remove or carry around any furniture or equipment which is the property of the UFS;
- 6.15 has the right of reasonable use of the common areas (for example corridors, kitchens and bathrooms) located within the residence;
- 6.16 may not move to another room within the residence without the written permission of the Division Housing and Residence Affairs of the UFS , via the residence head;
- 6.17 must keep the room clean and tidy at his/her own expense;
- 6.18 may not bring any personal furniture into the room and /or residence without the prior written permission of the UFS, via the head of cleaning services;
- 6.19 may not use electronic or other heaters in the room and/or residence;
- 6.20 may use the following electronic devices in the room and/or residence –
 - 6.20.1 (ONE) fridge of a maximum capacity of 230 (TWO HUNDRED AND THIRTY) litres;
 - 6.20.2 electric kettle not exceeding 5 (FIVE) amps;
 - 6.20.3 (ONE) microwave oven;
 - 6.20.4 (ONE) personal computer;
- 6.21 should use the corridor kitchens to prepare food;
- 6.22 may not keep any pets or other animals in the room and/or residence;
- 6.23 may not keep a firearm and/or dangerous weapon in a room and/or the residence;
- 6.24 must, on entering the room, inspect the room to ascertain the existence or not of any defects or damage therein with a view to determining the UFS's responsibility for rectifying any defects or damage. In the event that any of the furniture, equipment or improvements in the room are defective or damaged, the UFS must be notified, as soon as is reasonably practicable, of such defects:
- 6.25 may not cede or in any other way assign, sell, make over or transfer any of his/her rights under this Contract;
- 6.26 may not conduct or do anything in the room that is not covered under any insurance policy of the UFS (as determined by the UFS from time to time in respect of the UFS' s property);
- 6.27 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;
- 6.28 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 this Contract (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;

- 6.29 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;
- 6.30 may not affix any objects to the walls, doors, pelmets, wood panels or ceilings in the room and/or the residence;
- 6.31 may not repair any defects in the room himself/herself or do any maintenance work in the room and/or the residence;
- 6.32 may not, in any manner whatsoever, effect any alterations, additions, attachment or other improvements to the room 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:
 - 6.32.1 it shall be done at the student's expense;
 - 6.32.2 any such alterations, additions or improvements must be effected in a proper and workmanlike manner;
 - 6.32.3 save for the provisions of paragraph 6.32.4, it shall become the property of the UFS and may not be removed from the room or the residence at any time, and the student shall have no claim for compensation for any improvements to the room and shall have no right of retention in respect of any such improvements; or
 - 6.32.4 the student shall, at the UFS's request, remove any alterations, additions, attachment or other improvements from the room within a reasonable time after termination of his/her residency in terms of this Contract 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.

7. THE GENERAL RIGHTS AND OBLIGATIONS OF THE STUDENT IN THE EVENT OF PREGNANCY

The student shall –

- 7.1 in the best interest of the health of the student and that of the unborn child, arrange for alternative housing, accommodation and suitable care for the duration of the student's pregnancy once the student reaches the end of the 23rd (TWENTY THIRD) week of her pregnancy term;
- 7.2 voluntarily vacate the residence at the student's own cost after the expiry of the 23rd (TWENTY THIRD) week of her pregnancy term and not impose any obligations on the UFS to assist with the evacuation of the relevant residence;
- 7.3 be permitted to return to the relevant residence after her pregnancy if she so desires, subject thereto that a room is available and the student complies with the necessary admission requirements and policies in this regard;
- 7.4 make use of off-campus facilities for purposes of proper pre- and post -natal care and to maintain a healthy pregnancy as the UFS's accommodation facilities are not equipped and geared there towards; and
- 7.5 remain to have full access to all the campus facilities offered to registered students for the duration of any period in which the student is not residing in a residence.

8. INDEMNITY IN THE EVENT OF PREGNANCY

The student hereby –

- 8.1 waives any and all rights, claims, demands and causes of action of any type whatsoever and legal costs arising from any legal action, instituted or not, which the student may have against the UFS arising from or in any way related to the student's pregnancy whilst residing in a residence or thereafter, including without limitation, any claim for damages resulting from personal injury or death or the personal injury or death of any other third party, (including without limitation, any contractual claim or claims based on negligence);
- 8.2 indemnifies the UFS of any matter that might arise out of or in terms of the student's pregnancy, including any and all liability, loss, damages and legal costs which the UFS may incur or sustain as a result of any claims, demands or causes of action which any person may have or purport to have to the extent that the same have arisen from, have

occurred during or are in any way related to my pregnancy, including any cost incurred by the UFS as a result of my medical or other emergency/casualty evacuation.

9. THE GENERAL POWERS AND OBLIGATIONS OF THE UFS

The UFS –

- 9.1 shall be entitled at all reasonable times, to have access to the room to effect any necessary repairs , alterations or maintenance work;
- 9.2 shall be entitled to inspect the room for any purpose whatsoever at reasonable times and by prior arrangement with the student;
- 9.3 shall be entitled to repair or alter the room and/or the residence by appointing any representative or contractor;
- 9.4 shall be entitled to utilize the student 's contingency deposit (as referred to in paragraph 3.2 above and subject to paragraph 5.4) 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;
- 9.5 is responsible for the maintenance of the room and the residence; and
- 9.6 retains the right to move a student, if necessary, to another room in the same residence or to another residence.

10. TERMINATION OF RESIDENCY

In the event that the student -

- 10.1 fails to comply with the provisions of this Contract 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;
- 10.2 be notified by the UFS in terms of paragraph 8.1 to remedy any breach of this Contract or the Rules more than twice during any calendar year;
- 10.3 intentionally provides false or misleading information on the form when applying for residence accommodation; and/or
- 10.4 is no longer a registered, full time student of the UFS;
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 of this Contract by written notice to the student.

11. GENERAL

- 11.1 All correspondence in terms of this Contract must be in writing –
 - 11.1.1 addressed to THE SENIOR DIRECTOR, DIVISION HOUSING AND RESIDENCE AFFAIRS, UNIVERSITY OF THE FREE STATE, 205 Nelson Mandela Drive, BLOEMFONTEIN 9300, if intended for the UFS, and
 - 11.1.2 addressed to the student in the room at the residence where he /she lives, which notice will be regarded as having reached him/her within 3 (THREE) days of having been dispatched.
- 11.2 Notwithstanding anything to the contrary contained or implied in this Contract, 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.
- 11.3 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 fail to meet any obligations regarding payment of the accommodation fees in terms hereof.
- 11.4 The Rules of the UFS, shall be binding on the student.
- 11.5 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 this Contract 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)

- 11.6 The stipulations of this Contract, together with the Rules, form the whole agreement between the UFS and the student regarding residence accommodation and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Contract.
- 11.7 This Contract shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 11.8 The student acknowledges that he/she has had the opportunity to take legal advice concerning this Contract, and agrees that no provision or word used in this Contract shall be interpreted to the disadvantage of either party because that party was responsible for or participated in the preparation or drafting of this Contract or any part of it.
- 11.9 No provision of this Contract (including, without limitation, the provisions of this paragraph) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Contract, except (in any such case) by an agreement in writing signed by the student and the UFS.
- 11.10 Whenever possible, each provision of this Contract shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Contract is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Contract, all of which shall remain in full force.
- 11.11 The expiration or termination of this Contract shall not affect any provisions of this Contract that are expressly stated to survive or operate after the expiration or termination of this Contract or which must of necessity continue to have effect after such expiration or termination, notwithstanding the fact that the provisions themselves do not expressly provide for this.