



## UNIVERSITY OF THE FREE STATE

### HOUSING AND RESIDENCE AFFAIRS

#### GENERAL CONTRACT CONDITIONS PERTAINING TO ACCOMMODATION IN SENIOR ACCOMMODATION FACILITIES

**IMPORTANT NOTICE:** These contract terms and conditions (the “Contract”) must be read together with the Rules and Regulations of the University of the Free State (the “UFS”), as amended, substituted or varied from time to time, pertaining to provisional and final (if applicable) acceptance and tenancy and accommodation in a Senior Accommodation Facility (as defined in paragraph 1.1 hereunder) of the UFS.

#### 1. ACCOMMODATION

- 1.1 In this Contract, unless the context otherwise requires otherwise “Senior Accommodation Facility/Facilities” shall mean senior UFS residences, senior residential units, senior student rooms and flats made available to senior students of the UFS, but specifically excluding students participating in the Career Preparation Programme.
- 1.2 Subject to provisional acceptance of prospective students pending the satisfaction of their eligibility criteria, only full-time registered students of the UFS shall be accommodated in Senior Accommodation Facilities.
- 1.3 The UFS shall, in its own discretion, allocate Senior Accommodation Facilities to a student who meets the admission requirements and whose application for accommodation was approved as well as the payment of the necessary deposit and other fees. Should a student stop being a full-time student, he/she must inform the UFS of this immediately, after which the UFS will decide whether the Contract will be continued or not.
- 1.4 Admission to a Senior Accommodation Facility does not imply that you have been granted admission to any academic degree course or have been selected for a field in respect of which selection applies. The final acceptance and ultimate registration as a student of all students remain subject to all admission requirements of the UFS having been met.
- 1.5 Subject to the provisions of paragraph 4.1, the UFS, as well as the student, each has the right to terminate this Contract on 2 (TWO) months’ prior written notification to that effect, without any penalties arising from such cancellation.

#### 2. DURATION

- 2.1 The initial accommodation period in terms of this Contract shall commence on a date determined by the UFS (“Commencement Date”) and, subject to any other provisions herein and unless terminated earlier in accordance with the terms and conditions of this Contract, shall endure until 31 December of the calendar year concerned.
- 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 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 November each year, failing which the right of renewal shall lapse.

### **3. ACCOMMODATION FEES AND DEPOSIT**

#### **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 class fees yearbook of the UFS for such subsequent year (the “accommodation fees”).
- 3.1.2 It is specifically recorded that the accommodation fees exclude value-added tax but include water and electricity.
- 3.1.3 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 the relevant application form.
- 3.1.4 The accommodation fees shall be payable monthly in advance on or before the 1st (FIRST) day of each month, commencing on the Commencement Date, 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.

#### **3.2 Deposit**

- 3.2.1 A deposit amount equal to 1 (ONE) months’ accommodation fee, is payable to the UFS at a date as determined and communicated in writing to the student concerned. The deposit is intended for the purposes as set out in clause 3.2.2 below.
- 3.2.2 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 Senior Accommodation Facilities 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 this Contract and/or the Rules, provided that the UFS’ right to claim damages and any other amounts owing to it shall not be limited as a result of the aforesaid and the student shall within 21 (TWENTY ONE) days of being notified by the UFS that the deposit has thus been applied reinstate the deposit to the original amount thereof.
- 3.2.3 On the termination of the tenancy in terms of this Contract, and the student has vacated the relevant Senior Accommodation Facility allocated to him/her, 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 relevant Senior Accommodation Facility at which he/she resided, 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 at the relevant Senior Accommodation Facility.

### **4. CANCELLATION OF ACCOMMODATION**

- 4.1 A cancellation form must be obtained from the Division Housing and Residence Affairs of the UFS, filled out in full, signed and handed in at the Division Housing and Residences Affairs offices at the President Steyn Annex Building on the UFS main campus. The date on which the cancellation form is handed in, or the cancellation date (whichever is last in time) will be regarded as the official cancellation date. The student will be provided with an acknowledgement of submission of the cancellation form.

- 4.2 The cancellation date must coincide with the last day of a calendar month.
- 4.3 The student shall be liable for the accommodation fee up to the last day of the second calendar month after the month in which notice of termination of the accommodation was given (whether termination occurs before the Commencement Date or not).

## **5. MEALS SYSTEM**

- 5.1 All Senior Accommodation Facilities of the UFS are self-catering, however meals are provided on a cafeteria basis in the dining halls at Bloemfontein campus (Abraham Fischer, Soetdoring and Roosmaryn) and on the Thakaneng Bridge and need not be reserved beforehand.
- 5.2 Money for meals must be paid into the student's meals money account at the UFS cashier beforehand.
- 5.3 The UFS issues each student with a student card which provides access to the relevant Senior Accommodation Facility, with access control, and subject to paragraph 5.2, is used for purchases in residence dining halls and on the Thakaneng Bridge.
- 5.4 Meals can also be purchased on a cash basis.

## **6. INDEMNITY AND LIMITATION OF LIABILITY**

- 6.1 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 Senior Accommodation Facilities 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 –

- 6.1.1 any breach of this Contract by the student;
- 6.1.2 the occupancy, use of and/or any activity conducted in or at the Senior Accommodation Facilities by the student and/or his/her visitors; or
- 6.1.3 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.

- 6.2 The student shall –

- 6.2.1 have no claim of any nature against the UFS by reason of –

- 6.2.1.1 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;
- 6.2.1.2 any loss or damage suffered by the student following any burglary, fire or other vis maior circumstance at the Senior Accommodation Facility in which the student resides;
- 6.2.1.3 any act or omission by any other tenant;
- 6.2.1.4 the occupancy and use of the Senior Accommodation Facility by the student or any other person;
- 6.2.1.5 the condition or state of repair at any time of the Senior Accommodation Facility, or any part thereof;

- 6.2.1.6 any change of the facade, appearance or any other feature of the Senior Accommodation Facilities by the UFS;
  - 6.2.1.7 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 Senior Accommodation Facilities, whatever the cause;
  - 6.2.1.8 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 Senior Accommodation Facilities, including (but not limited to) any lift, escalator, geyser, boiler, air-conditioning unit, burglar alarm, or security installation or system, whatever the cause;
  - 6.2.1.9 any interruption of or interference with the enjoyment or beneficial occupation of the Senior Accommodation Facilities caused by any construction operations or other works to or in or about the Senior Accommodation Facilities,
  - 6.2.1.10 provided that such is not due to the wilful misconduct of the UFS;
- 6.2.2 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.
- 6.3 Students are strongly advised to insure their possessions.
- 6.4 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 Senior Accommodation Facility, the student concerned shall be held liable jointly and severally with his/her co-tenant, as the case may be.

## **7. THE STUDENT'S GENERAL OBLIGATIONS AND RIGHTS**

The Student -

- 7.1 must report to the Residence Head as well as the Resident Assistant immediately upon arrival in the Senior Accommodation Facility for the first time in order to sign-in and must submit proof of payment of the deposit at the Placement Office in order to receive a key to his/her room at the Senior Accommodation Facility allocated to him/her;
- 7.2 must on entering the room and/or Senior Accommodation Facility for the first time, inspect the room and/or Senior Accommodation Facility (as the case may be) 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 as a way of accepting the condition of the room and/or the Senior Accommodation Facility as on the Commencement Date. In the event that any of the furniture, equipment or improvements in the room are defective or damaged, the UFS must be informed of such shortcomings via the Resident Assistant or Placement Office as soon as reasonably practicable. If the UFS receives no such notice, it will be accepted that the student received the room and/or Senior Accommodation Facility, as well as all furnishings and/or equipment and improvements made to such room and/or Senior Accommodation Facility, in good condition;
- 7.3 must ensure that academic atmosphere prevails in the Senior Accommodation Facility (at which he/she resides) at all times and that none of the rights of the other inhabitants of the Senior Accommodation Facilities are encroached upon;
- 7.4 must adhere to the visiting hours applicable to the Senior Accommodation Facilities;
- 7.5 may not allow a visitor to enter the room in a senior residence at any other times than the following agreed upon visiting times and no person of the same or opposite gender is allowed to stay overnight at any time:
  - 7.5.1 10:00 – 22:00 on weekdays; and
  - 7.5.2 10:00 – 24:00 on weekends and public holidays;

- 7.6 may not be guilty of misconduct or alcohol abuse;
- 7.7 may not do anything or permit anything to be done in the Senior Accommodation Facility and/or the room at which he/she resides 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 Senior Accommodation Facility and/or the room at which he/she resides;
- 7.8 must at all time comply with the Rules, including but not limited to, rules pertaining to–
  - 7.8.1 security;
  - 7.8.2 the driving and parking of vehicles at the Senior Accommodation Facilities;
  - 7.8.3 the use of alcoholic beverages, smoking (including, but not limited to cigarettes, cigars and hookah) and drugs in the Senior Accommodation Facilities;
- 7.9 may not keep a firearm and/or dangerous weapon in a room and/or the Senior Accommodation Facility at which he/she resides;
- 7.10 may not bring any personal furniture into the room and/or the Senior Accommodation Facility without the prior written permission of the UFS, via the head of housekeeping;
- 7.11 may not use electronic or other heaters in the room and/or the Senior Accommodation Facilities (as may be applicable);
- 7.12 may use the following electronic equipment and devices in the room and/or the Senior Accommodation Facility (as may be applicable) –
  - 7.12.1 1 (ONE) fridge (maximum capacity of 170 (ONE HUNDRED AND SEVENTY) litres) per person and at an annual fee;
  - 7.12.2 1 (ONE) electric kettle of at most 7 (SEVEN) amps;
  - 7.12.3 1 (ONE) microwave oven; and
  - 7.12.4 1 (ONE) personal computer;
- 7.13 may only use electric frying pans, 2 (TWO) plate stoves or any other electrical apparatus used to prepare food on/in, in kitchens and in under no circumstances in the passages, bedrooms, etc.;
- 7.14 may not keep any pets or other animals in a room and/or the Senior Accommodation Facility at which he/she resides;
- 7.15 may under no circumstances remove or carry around any furniture or equipment which is the property of the UFS;
- 7.16 has the right of reasonable use of the common areas (for example corridors, kitchens and bathrooms) located within the Senior Accommodation Facility (if applicable);
- 7.17 may not move to a different room and/or Senior Accommodation Facility without the written permission of the Division Housing and Residence Affairs of the UFS via the Placement Office;
- 7.18 must keep the room and/or Senior Accommodation Facility (as may be applicable) clean and tidy at his/her own expense;
- 7.19 indemnifies the UFS against any damage to or loss of personal possessions as a result of theft or fire;
- 7.20 must, after receiving supplies (e.g. a broom, mattress, linen, chair, dustbin, etc.) from the UFS, sign the supplies issue form at the office of the Services Manager of the particular Senior Accommodation Facility;
- 7.21 must, upon termination of his/her residency, this Contract and/or when vacating his/her room and/or Senior Accommodation Facility, sign the supplies issue form (as referred to in paragraph 7.1 above) and return the supplies (as referred to in paragraph 7.2 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;

- 7.22 may not cede or in any other way assign, sell, make-over or transfer any of his/her rights in terms of this Contract;
- 7.23 may not or allow any other person to occupy in the room and/or Senior Accommodation Facility or sublet the room and/or Senior Accommodation Facility;
- 7.24 may not conduct or do anything in the room and/or Senior Accommodation Facility (as the case may be) that is not covered under any insurance policy of the UFS (as determined by the UFS from time to time), and indemnifies the UFS hereby in case of any infringement of the stipulations of this paragraph 7.7;
- 7.25 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 of the UFS to effect any necessary repairs to the room and/or Senior Accommodation Facility (as the case may be);
- 7.26 must ensure that the interior of the room and/or Senior Accommodation Facility 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 and/or Senior Accommodation Facility (as the case may be), 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;
- 7.27 should any defect manifest itself in the room and/or Senior Accommodation Facility 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;
- 7.28 will have no claim whatsoever against the UFS for any loss suffered or damage sustained or as a result of the cancellation of this Contract due to any shortcomings of the property;
- 7.29 may not affix any objects to the walls, doors, pelmets, wood panels or ceilings in the room and/or Senior Accommodation Facility;
- 7.30 may not repair any breakages himself/herself or do any maintenance work in the room and/or Senior Accommodation Facility;
- 7.31 may not, in any manner whatsoever, effect any alterations, additions, attachment or other improvements without the prior written consent of the UFS and, should the UFS consent to such alteration, addition, attachment or improvement, or should the student do it without the consent of the UFS, the following conditions shall apply:
- 7.31.1 it shall be done at the student's expense;
- 7.31.2 any such alteration, additions or improvements must be effected in a proper workmanlike manner;
- 7.31.3 save for the provisions of paragraph 7.14.4, it shall become the property of the UFS and may not be removed from the room or the Senior Accommodation Facility at any time, and that the student shall have no claim for any compensation in this regard and shall have no right of retention in respect of such improvements; or
- 7.31.4 the student shall, at the UFS' request, remove any such alterations, additions, attachments or other improvements to the room and/or Senior Accommodation Facility within a reasonable time after termination of his/her residency in terms of the Contract and reinstate the room and/or Senior Accommodation Facility to the same condition in which he/she received it (fair wear and tear excepted) failing which the UFS shall be entitled to claim the costs from the student in order to effect the necessary maintenance and repairs;
- 7.32 must vacate his/her room and/or Senior Accommodation Facility completely for the purpose of upgrading; and
- 7.33 must inform the UFS within 48 (FORTY EIGHT) hours in writing if he/she discontinue his/her studies at the UFS and/or is no longer deemed to be a registered student of the UFS.

## **8. THE GENERAL POWERS AND OBLIGATIONS OF THE UFS**

The UFS -

- 8.1 shall be entitled at all reasonable times, to have access to the Senior Accommodation Facilities to effect any necessary repairs, alterations or maintenance work;
- 8.2 shall be entitled to inspect the Senior Accommodation Facilities for any purpose whatsoever at reasonable times and by prior arrangement with the student;
- 8.3 shall be entitled to repair or alter the Senior Accommodation Facilities when the UFS is obliged to do so 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;
- 8.4 shall not be liable for any loss of or damage to the student's personal possessions;
- 8.5 shall be entitled to utilise the student's deposit (as referred to in paragraph 3.2 above) or debit the student's tuition fees account to cover any reasonable expenses that the UFS may incur when repairing any damage done to the property of the UFS for which the student is liable;
- 8.6 is responsible for the maintenance of the Senior Accommodation Facilities; and
- 8.7 retains the right to move a student to another Senior Accommodation Facility, if necessary, with at least 1 (ONE) week prior written notification.

## **9. TERMINATION OF ACCOMMODATION**

In the event that the student -

- 9.1 fails to comply with the provisions of this Contract or the Rules and fails to rectify such breach within 7 (SEVEN) days after receipt of a written notice from the UFS, calling on the student to do so;
- 9.2 be notified by the UFS in terms of paragraph 9.1 to remedy any breach of this Contract or the Rules more than twice in any calendar year;
- 9.3 intentionally provide false or misleading information on the application form for Senior Accommodation Facilities;
- 9.4 is no longer a registered, full-time student of the UFS; or
- 9.5 no longer meet the requirements for admission to the Senior Accommodation Facility 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 terminate the accommodation of the student in terms of this Contract by written notice to the student.

## **10. GENERAL**

- 10.1 The students shall be held liable for any damage they cause to the property of the UFS. For any damage in the room rented by the student, the students concerned shall be held liable jointly and separately, while in the case of damage to common areas (for example passages, kitchen, bathrooms) of a particular residence, where a guilty person cannot be identified, all the students shall be held jointly liable for damage to the common area. The cost per student will be calculated as a pro rata part of the total cost.
- 10.2 All correspondence and notices given in terms of this Contract must be in writing –

- 10.2.1 addressed to THE SENIOR DIRECTOR, DIVISION HOUSING AND RESIDENCE AFFAIRS, UNIVERSITY OF THE FREE STATE, P.O. BOX 339, BLOEMFONTEIN, 9300, if intended for the UFS, and
- 10.2.2 addressed to the student at the address provided on the application form for Senior Accommodation Facilities or at the Senior Accommodation Facility where he/she resides, which notice will be regarded as having reached him/her within 3 (THREE) days of having been dispatched.
- 10.3 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.
- 10.4 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.
- 10.5 The Rules of the UFS shall be binding on the student.
- 10.6 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).
- 10.7 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.
- 10.8 This Contract shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.