



# OFFER TO LEASE - 2021

## PRIVATE ROOM *(Shared entrance) room in 7 and 8 bed clusters*

*This facility is accredited by Stellenbosch University as accommodation that complies with all the standards as stipulated by the Department of Higher Education and marketed as preferential accommodation to students that did not gain access to a University residence. Regardless of the fact that the University is not a direct party to this agreement, all the applicable University Rules and Regulations that this agreement makes mention of, will apply to the tenant/student.*



## Memorandum of agreement entered into by and between

(Hereinafter referred to as “the **LESSEE**” in his/her capacity as the Parent or Legal Guardian of the “STUDENT”)

and

### **TRADE-OFF 33 (PTY) LTD**

Reg no: 1997/020443/07

(Hereinafter referred to as “the **LESSOR**”)

Herein represented by Yolandé Minnaar Smit duly authorised thereto in her capacity as assistant to Director Johan Momsen Smit

#### **Details of the “STUDENT” that will reside in the PROPERTY:**

NAME AND SURNAME: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

STUDENT NUMBER: \_\_\_\_\_

YEAR OF STUDY IN 2021: \_\_\_\_\_

22 PAGES:

Offer to Lease

Addendum A: The Property

Addendum B: House Rules Please note the PSO Allocations may be changed by SU

Addendum C: Housekeeping Rules

Addendum D: Questionnaire to determine the condition of the Unit

**THE PARTIES AGREE AS FOLLOWS:**

1. The LESSEE hereby offers to lease a **private room (shared entrance)** in Block C Nooitgedacht, Taylor Street, Stellenbosch, similar to the room (dark blue /dark green) shown on the annexed plan, Addendum C (hereinafter referred to as "the PROPERTY") from the LESSOR.
2. The LESSEE confirms further that he/she understands that this offer and the acceptance thereof does not give him/her a right to be admitted to a university hostel, and that the lease agreement, which becomes effective upon signature by the LESSOR, was negotiated between the LESSOR and the LESSEE on a separate commercial basis.

Signed: Lessee: \_\_\_\_\_

3. The LESSEE hereby confirms that he/she understands that this is an offer which may be accepted or rejected by the LESSOR. The LESSEE further confirms that he/she understands that the LESSOR, should this be the LESSEE's first offer, may take his/her academic achievements during the previous calendar year into account when the LESSOR decides whether to accept or reject this offer, and that the LESSOR may take the LESSEE's academic achievements as well as his/her disciplinary record into account when considering further offers made by the LESSEE to the LESSOR to lease the PROPERTY in subsequent years.
4. This offer is unconditional and may be accepted by the LESSOR within a period of sixty (60) days after the LESSEE has signed this agreement. The Lessee will within this period receive written notice from the LESSOR in the event the Offer is not accepted. If the Lessee does not receive such notice within this period, the offer has been accepted. In the event where the LESSEE does not receive a notice within the 60 day period, the parties will automatically become bound to each other as LESSOR and LESSEE respectively in terms of the provisions contained herein.
5. The LESSEE hereby confirms that he/she/the residing "student" will personally inspect the PROPERTY on date of occupation. The LESSEE accordingly confirms that he/she/ the residing "student" **will complete Addendum "D"** as proof of such inspection and will present it to the representative of Stellenbosch University, on 1<sup>st</sup> day of occupation. If the LESSOR does not receive this completed form within the prescribed time, the LESSEE thereby confirms that there are no defects in the property.
6. The lease period will be from **January 2021 to December 2021 (annual contract)**. Rooms need to be vacated during mid-year break for the purposes of maintenance and deep cleaning as per SU Guidelines. The LESSEE may, by August of each year, make a further offer to the LESSOR to lease the PROPERTY during a subsequent year, subject to the condition that his/her academic achievements and disciplinary record may be taken into account by the LESSOR in the consideration of the offer. However, if the LESSEE commits a breach of contract, amongst others, by not obeying the annexed Nooitgedacht C House Rules (Addendum "B"), Housekeeping Rules (Addendum "C") or the University of Stellenbosch's Code for Student Discipline as contained in part 1 of the General Year Book for the relevant year, or if the LESSEE does not qualify for registration as a student at the University of Stellenbosch for the following year, he/she will have no right to make a further offer.

7. The Lessor/management team have the right to move the “student” to another room (similar type room in same/other cluster) with 24h notice after 2 verbal warnings and a disciplinary hearing if the “student’s” behaviour is unruly/disruptive/ non-respectful towards the “student’s” cluster mates

Signed: Lessee: \_\_\_\_\_

8. Termination of the lease agreement (once effective):

8.1 by the LESSEE is subject to twenty (20) working days’ written notice to the LESSOR, subject to the LESSOR’s right to a reasonable cancellation fine. The Parties agree that, due to the unique nature of student accommodation, 75% of the balance of the rental contract value is a reasonable cancellation fine should the contract be terminated, including where University residency is taken up.

8.2 The LESSOR will have the right to cancel the lease agreement before the end of the lease period with twenty (20) working days’ notice after having given the LESSEE written notice of the LESSEE’s defaulting to comply with the terms of the lease agreement, unless the LESSEE has rectified the default in the meantime with the 75% termination fee still applicable to the LESSEE.

8.3 The LESSOR will have the right to terminate the contract with immediate effect in the event of the “student’s” persistence to not comply with SU House rules or Housekeeping rules of Block C with the 75% termination fee still applicable to the LESSEE

Signed: Lessee: \_\_\_\_\_

9. The rent (incl VAT), deposit and House fee payable by the LESSEE to the LESSOR will be as follows:

(a) Room Rental for a shared (divided) “semi” private room in 8 and 7 bed clusters respectively will be as per table below:

- i) (Please note this **DOES NOT INCLUDE** Deposit R2 250, House Fund Fee R250 and compulsory mattress protector fee of R350-00)

Private 8 bed cluster (dark <b>blue</b> )	R 62 500 pa
Private 7 bed cluster (dark pink)	R 63 790 pa
Private 7 bed cluster - Extra length ( <b>dark peach</b> )	R 64 300 pa

- ii) Transport is included to and from the campus on a fixed schedule between 07h00 and 17h30 on Weekdays as well as a limited schedule at night. These schedules are amended from time to time to accommodate demand due to changes in the academic calendar. Availability cannot be guaranteed as there are limited seats.

iii) Cleaning of Communal areas is included – Not bedrooms

iv) This amount is payable in 4 payments in terms of paragraph 9 (c) and 9 (d).

(b) Excluded in paragraph 9(a) are the following optional costs:

- i) Reserved basement parking **R3 850** (Three thousand Eight hundred Fifty rand) per year. Spaces are limited will only be allocated after full payment for parking has been received (this must be included in first payment in accordance with par 9 (c). However, availability cannot be guaranteed.

ii) Cleaning service for bedrooms/clusters is available. Advance bookings and payments must be made at the Facility manager.

(c) **First payment to be made prior to acceptance will be R17 900** (Total of below (i), (ii), (iii), (iv)) **plus** (v) if parking needed

- i) R15 050 (Fifteen Thousand and Fifty rand) for room rental.
- ii) R 2 250 (Two Thousand Two Hundred and Fifty rand) Deposit – R850 allocated to Contract fee and exit inspection done at the end of the Lease. The balance minus cost for breakages and losses will then be refunded to the LESSEE
- iii) R 250 (Two Hundred and Fifty rand) towards the Block C " House fund" which is used to fund the social and personal development events that the house has for the students, such as house socials, end of year function, the bringing in of speakers to communicate opportunities, etc. the fund is administered by the Head Student of Treasury, for the students, and the fund is also at the disposal of the students should they need funds to float their own event/idea for the benefit of the house. The Treasurer presents an annual report showing the house where the funds have gone to.
- iv) R350-00 (Three Hundred and Fifty Rand) Compulsory mattress protector fee (provided)
- v) R3 850 (Three Thousand Eight Hundred and Fifty rand) for basement parking (optional)

These monies must accompany this offer and is refundable to the LESSEE – R850 administrative fee, should the offer not be accepted by the LESSOR.

(d) The **balance** of the rental must be paid in **3 instalments, due dates and amounts according to table below:**

i)

<b>Type of Private room</b>	<b>Due 30 April 2020</b>	<b>Due 31 July 2020</b>	<b>Due 31 Oct 2020</b>
Private in 8 bed cluster	R 15 816,67	R 15 816,67	R 15 816,66
Private in 7 bed cluster	R 16 246,67	R 16 146,67	R 16 146,66
Private extra length in 7 bed cluster	R 16 416,67	R 16 416,67	R 16 416,66

- ii) Monthly payment options are available on special request by the LESSEE
- iii) Discount applicable if fees paid in Full by 31 December 2020

(e) All unit electricity consumption, by way of pre-paid electricity, must be paid by the LESSEE directly to the third-party supplier and is not included above. Non-payment by the LESSEE of his/her pro-rata share of the cost of electricity can result in the raising of a penalty against the LESSEE's rental account.

(f) A pro-rata penalty levy will be charged to all tenants in the event where water and/or electricity usage exceeds the allocated amounts as recommended by Local Services authorities and is payable within 7 days of submission of such account

Signed: Lessee: \_\_\_\_\_

(g) The Lessor does not guarantee supply of Water and Electricity to the Premises by the relevant authorities

Signed: Lessee: \_\_\_\_\_

## 10. The LESSEE:

- (a) may under no circumstances sublet a part or the whole of the PROPERTY;
- (b) may not cede the offer or the lease agreement (once effective), whether in part or in full, to any natural or legal person without the LESSOR's written consent;
- (c) may under no circumstances take in lodgers and may not make the PROPERTY available for occupation by his/her family/friends. Guests may not spend more than two (2) consecutive days on the PROPERTY and ONLY if a **sleepover** form has been completed and **signed by ALL the cluster mates and the Head student / Primaria**. This form must be handed in at the Primaria / Head student **BEFORE** the sleepover and not later than 20h00 on the day of sleepover. Sleepovers are limited to Fridays and Saturdays and 1 night free per month with R250 per additional sleepovers to be paid upfront. Refer to Housekeeping Rules (Addendum "C").

Signed: Lessee: \_\_\_\_\_

- (d) The LESSEE acknowledges that he/she has no reasonable expectation that the right of occupation as granted in terms of this agreement will be renewed or will otherwise persist or be revived after the period of this agreement has elapsed, or if this agreement has been terminated in accordance with the terms stipulated herein;

Signed: Lessee: \_\_\_\_\_

- (e) may make no structural changes to the PROPERTY and may not add any fixtures to the PROPERTY;
- (f) undertakes to return the PROPERTY to the LESSOR at the end of the lease period in a good condition and to compensate the LESSOR for any broken or damaged items and any damages of whatever nature;
- (g) undertakes to keep the water traps and drains free from hair and foreign objects and agrees that the cost for any blockages and obstructions hereof will be for the tenants account;
- (h) undertakes to report all maintenance issues per e-mail to [maintenance@blockc.co.za](mailto:maintenance@blockc.co.za) and in addition to the email to inform the Facility manager in person of any maintenance emergency issues;
- (i) may not cause noise or disturbance that will disrupt the quiet and peaceful occupation of their cluster mates or neighbours in any way, Refer to Addendums "B" and "C";
- (j) undertakes to follow the House rules as set out in Addendum "B" as well as the Housekeeping Rules as set out in Addendum "C" and acknowledges that non-compliance with the rules could result in the LESSEE not being permitted to make an offer to lease the PROPERTY for a subsequent year and/or termination of this Agreement in terms of clauses 7 and 8 *supra*.

- 11. By signing this offer the LESSEE confirms that he/she will not hold the LESSOR, his employees or agents liable for any injuries, loss or damages that may arise from leasing the PROPERTY, unless the LESSOR has provided faulty or unsafe goods or has failed to provide the LESSEE with proper instructions regarding a danger resulting from use of the PROPERTY. In other words, the LESSEE may only institute a claim against the LESSOR if the terms of Section 61 of the Consumer Protect Act, 68 of 2008, apply.
- 12. The LESSEE had the opportunity to obtain legal or other advice before signing the offer and did obtain such advice before he/she signed the offer, or the LESSEE decided of his/her own accord not to exercise the right to obtain advice.
- 13. The parties choose as their *respectiva domicilia citandi et executandi* the following addresses or such addresses as either of the parties may choose with seven days' written notice to the other party:

LESSOR: 5 Lighthouse Road, Atlantic Beach Estate, Melkbosstrand, 7441

LESSEE ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

- 14. It is hereby recorded that although this Offer to Lease is in the name of the LESSEE, all terms and conditions referred to in this Offer to Lease including all addendums, will be binding on the STUDENT.
- 15. It is further recorded that the LESSEE is responsible for all fees pertaining to this Agreement as well as any additional fees which may be levied against the rental account of the LESSEE from time to time resulting from this Agreement and pertaining to the occupation of the PROPERTY by the STUDENT.
- 16. Force Majeure is defined as, among other things, but not limited to, out of the ordinary events such as pandemics, acts of war/terrorism, strikes, protests, insurgents, storms, floods, fire, explosions, and acts of God. In the event that any Force Majeure events occur and the Landlord is still able to provide the Tenant the undisturbed use and enjoyment of the Premises, then and in that case the terms and conditions of this Lease shall remain in full force, in which case the Tenant is obliged to pay the full monthly rent to the Landlord and comply with all other obligations in terms of the Lease. If the Landlord is unable to provide the Tenant full use and enjoyment of the Premises due to any Force Majeure event outside the control of the Landlord, then and in that case the Landlord shall not be deemed to commit breach of contract and the Tenant shall have no right to the recovery of any form of damage from the Landlord or the institution of claims against the Landlord, whatsoever. In the event of the inability of the Landlord to provide the Tenant the undisturbed use and enjoyment of the Premises due to a Force Majeure event, then and in that case the Tenant will be liable for the payment of 50% (Fifty) of the monthly Rental for the duration of the Force Majeure event, which event will be deemed to last until the Landlord gives written

notice to the Tenant that the Landlord can again provide the use and enjoyment of the Premises to the Tenant, which amount will then be calculated pro rata and per day, and from which notice date the Tenant will be liable for the payment of the total monthly Rental and the punctual compliance of all the obligations of the Tenant in terms of the Lease

- 17. In the event of the LESSEE not paying the rent to the LESSOR on the due dates, all costs incurred in the recovery of such amounts plus interest calculated on the outstanding amount, will be for the LESSEE's account and the STUDENT will be denied access to the residence after the LESSEE were given 20 (twenty) days' notice to rectify said default.

Signed: Lessee: \_\_\_\_\_

- 18. **The LESSEE and STUDENT confirm that he/she understand the content of this offer and that he/she was not unduly influenced to sign the offer. The LESSEE and STUDENT also confirms that he/she understands that this Agreement does not give him/her access to a University residence and that it is a separate commercial agreement between the LESSOR and LESSEE.**

**LESSEE AND STUDENT**

DULY SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
LESSEE (STUDENT'S parent or legal guardian)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
STUDENT

\_\_\_\_\_  
WITNESS

**LESSOR**

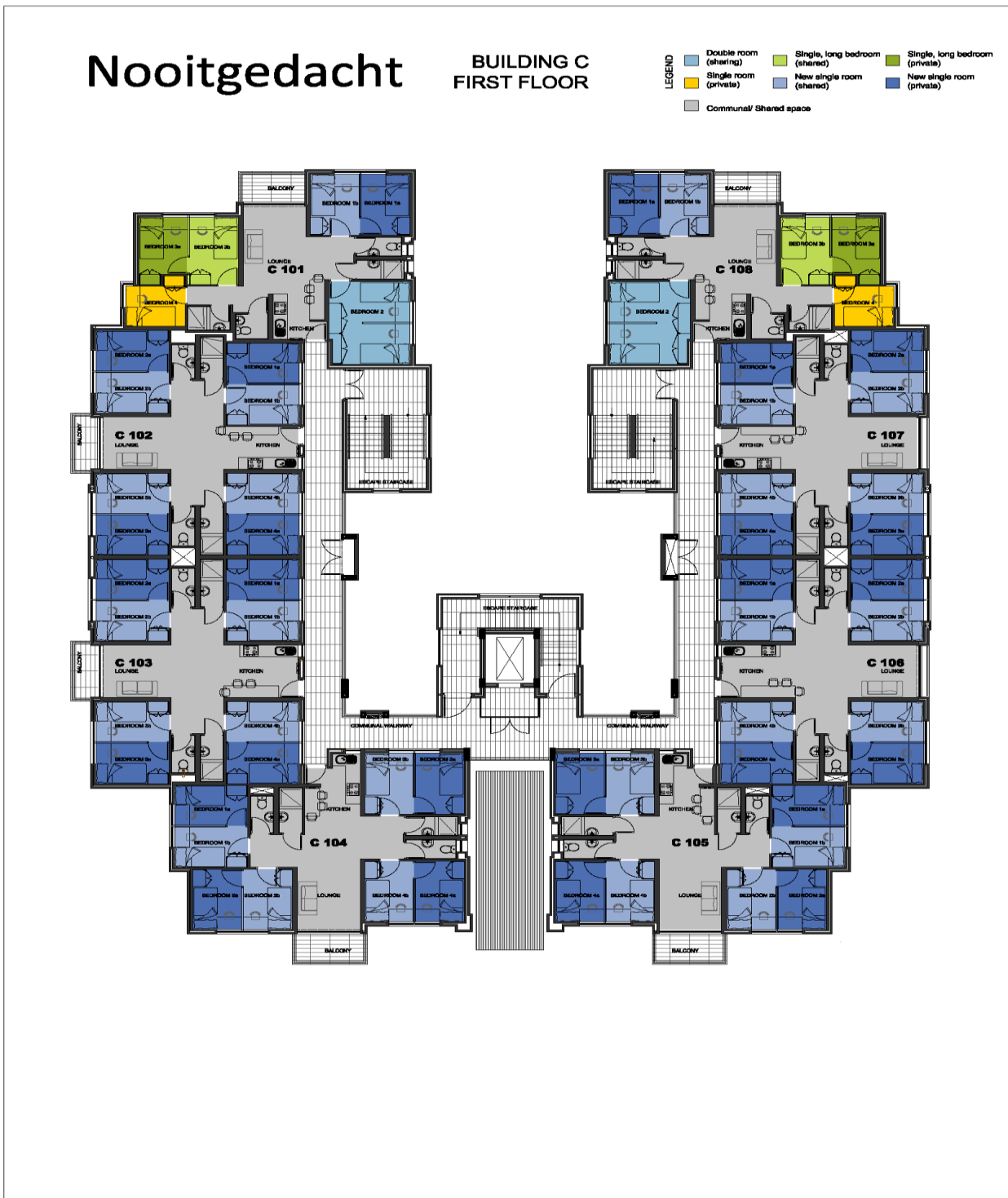
DULY SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
LESSOR: Trade Off 33 (Pty) Ltd

\_\_\_\_\_  
WITNESS

## ADDENDUM A

“The Property” – a Private room with shared entrance (dark blue / dark green)





## ADDENDUM B



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*The following rules have been compiled from the SU Residence rules, as approved on 15 February 2012 as per the procedures stipulated in Rule 10 of the Code for Student Discipline and specifically 10.3 by the Vice Rector (Teaching), Prof Magda Fourie-Malherbe. The house rules are attached as Addendum B to the Nooitgedacht C lease agreement.*

# BLOCK C NOOITGEDACHT -HOUSE RULES

*\*Note: The English version of the Residence rules is a translation of the original Afrikaans document – in the case where a difference in meaning or interpretation arises between the English and Afrikaans versions the Afrikaans version should be taken as correct.*

**\* NOTE THAT THE WORDS 'RESIDENCE' AND 'HOUSE' (IN REFERENCE TO BLOCK C OITGEDACHT) ARE USED INTERCHANGEABLY, BUT ARE BOTH APPLICABLE TO BLOCK C NOOITGEDACHT.**

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## 1. INTRODUCTION

### 1.1. THE ROLE AND OBJECTIVES OF RESIDENCES AND PSO WARDS

Residences and PSO wards fulfil a prominent role in the realisation of the mission of Stellenbosch University (SU), by offering opportunities for the academic, personal and social development of students.

The residences and PSO wards of Stellenbosch University strive to achieve the following objectives:

- 1.1.1. a student-friendly “living and learning” environment that promotes the academic objectives of Stellenbosch University
- 1.1.2. support to students, particularly regarding their entry into SU, in order to satisfy the demands of university studies
- 1.1.3. a community of students from diverse backgrounds with a high degree of understanding for communal endeavours and mutual respect for differences in gender, opinion, culture, religion, heritage, life experiences and sexual orientation
- 1.1.4. stimulation of thinking and broadening of their outlook on life through informal learning experiences and exposure to a diversity of innovative ideas and experiences
- 1.1.5. the development of leadership and management skills, as well as of personal and social responsibility
- 1.1.6. a framework for participation in social, cultural, sport and other recreational activities
- 1.1.7. continuous renewal within the context of the strategic framework and Vision of the University
- 1.1.8. accessible and well-equipped, affordable and safe accommodation in the residence environment.

### 1.2. AIM OF THESE HOUSE RULES:

The overarching purpose of this set of house rules is to make the residence environment and accommodation as pleasant as possible for all residents and others. It is also aimed at fitting into the role and objectives of residences and the value-driven management of the residences of Stellenbosch University. The rules have been compiled in cooperation with, and with inputs from, all those involved in these environments.

Maties’ residences and residence life are special. They make a considerable contribution to the shaping and memories of Matie students. SU depends on positive cooperation from and extension of this proud tradition by all residence occupants.

- 1.2.1. These rules are applicable to all residents of residences of Stellenbosch University and, as such, forms part of the Disciplinary Code for Students of Stellenbosch University, as contained in Part 1 of the



Calendar: General. Incorporation by reference is accepted as sufficient for the purposes of the interpretation and application of the Rules for Students.

- 1.2.2. Further **internal rules and stipulations** that are applicable to individual residences may be included in the internal rules of each residence, although they remain subordinate to these rules for residences. Individual residences should maintain their internal rules and be able to furnish the Centre for Student Communities (CSC) with them on request.
- 1.2.3. These rules for residences may only be amended by the Vice-Rector (Teaching) on the recommendation of the CSC.
- 1.2.4. The maintenance of the rules for residences and the internal rules is vested in the respective Assistant Resident Head (RH), Resident Head (RH), Primarius (Prim) and House Committee (HC) of a residence. All resident students also accept a collective responsibility for this.
- 1.2.5. Deviation from or non-compliance with these rules could lead to disciplinary action against the residence or against individual occupants of the residence.
- 1.2.6. Disciplinary action, disciplinary power and the composition of Disciplinary Committees in the residences are subject to the provisions set out in paragraph 2.3 of the Rules for Students.

## 2. ELECTION, APPOINTMENT AND TERMINATION OF OFFICE OF HOUSE MANAGEMENT

### 2.1. MEMBERS OF THE HOUSE COMMITTEE (HC members)

- 2.1.1. The house management of Block C Nooitgedacht consists of the Resident Head, as well as 6 senior students that will be known as "Mentors". Only candidates who have been selected academically by the CSC may make themselves available for HC election and be appointed as mentors. The mentors are seniors' students who will be co-ordinating a section with students in Block C Nooitgedacht and will be playing a different role than the mentors being appointed specifically for first years to assist in their psychosocial adjustment. The house management will be living within Block C Nooitgedacht C.
- 2.1.2. Every nominated HC member and mentor must sign an undertaking form indicating that he/she accepts his/her duties and that he/she will maintain the University's rules in the house. Such acceptance will in no way constitute an employment relationship between the University and the HC member or mentors.
- 2.1.3. The outgoing HC and mentors will report on its activities at the end of the year of service.

### 2.2. THE RESIDENT HEAD (RH):

The RH is accountable to the Director: CSC or his/her delegates and via him/her to the Management of the University, for the general management of the house.

#### 2.2.1. GENERAL

**(The section below has relevance for the RH in relation to the house rules. It does not constitute a complete post description of the RH.)**

**The RH, among other things:**

1. **is the chief executive officer of SU in the residence and ensures that the HC and mentors carry out their responsibilities? The RH works closely with the Visiting Heads of the selected PSO wards regarding the fulfilment of responsibilities of the HC, Mentors (senior students) and mentors (appointed by the selected PSO's for the first years in Block C Nooitgedacht to assist with psychosocial adjustment).**
2. is an adviser to students in the case of physical, emotional, academic and other needs and, together with the HC and the mentors, offers support to students, particularly when they enter SU, to meet the demands of university studies.
3. together with the HC, ensures that the academic and social needs and interests of students are served in the best possible way while they are in the residence and ensures a student-friendly "living and learning" environment that promotes the academic objectives of Stellenbosch University.
4. is, in cooperation with the HC and Mentors, responsible for the application of the rules of the house, both directly and via delegation to the HC.



5. together with the HC and Mentors, creates a community of students from diverse backgrounds with a high degree of understanding for communal endeavours and mutual respect for differences in gender, opinion, culture, religion, heritage, life experiences and sexual orientation.
6. provides the element of continuity in the residence management and plays an important role in ensuring that the management always runs smoothly.
7. is responsible for the appropriate management of parking of Block C Nooitgedacht residents with vehicles by ensuring that all vehicles that have been paid and registered for parking, receives covered parking.

### **2.2.2. Student matters**

#### **The RH, among other things:**

1. provides information to parents and prospective residents when necessary
2. supervises the carrying out of the welcoming programme, in cooperation with the Visiting Heads of the selected PSOs, immediately reporting any irregularities to the CSC
3. liaises with all relevant Student and Academic Support areas and other support services with a view to referring students for the necessary assistance
4. reports, in consultation with the HC, the needs of students with regard to equipment, improvements and facilities to the relevant University divisions
5. is responsible and accountable for the implementation and management of the SU alcohol policy, as applicable to his/her specific environment
6. is ultimately responsible and accountable for the implementation and management of the Firearms Policy of SU, as applicable to his/her specific environment

### **2.2.3. Administrative matters**

#### **The RH, among other things:**

1. controls, in cooperation with the HC member, the work of the Mentors and the carrying out of their responsibilities
2. checks room inventories annually in cooperation with the residence services officer, also with a view to recovering breakages related to the repair or replacement of property

### **2.2.4. Discipline**

#### **The RH, among other things:**

1. promotes a positive disposition to discipline among the students
2. reports contraventions relating to residence matters or contraventions within the residence that may not be dealt with by the disciplinary committee of the residence to the CSC

### **2.2.5. Risk management**

#### **The RH, among other things:**

1. applies the provisions and stipulations of the relevant legislation and the Rector's policy on Risk Management in the residence
2. checks the prescribed functions of the HC members with regard to Risk Management
3. in cooperation with the HC, ensures compliance with safety rules in the residence
4. is the chair of the residences' safety committee in close cooperation with the Visiting Head of the selected PSOs.



### **2.3. THE HOUSE COMMITTEE MEMBER – CRITICAL MANAGEMENT**

- 2.3.1.** manages student affairs in the residence and serves as coordinating link between the House and the RH/RH/Visiting Head (VH) and services that are provided for the students. In this capacity, the HC member will under no circumstances qualify to be viewed as an employee of the University.
- 2.3.2.** is executive student officer in the residence, is responsible for the management of the students in a specific residence in terms of the Rules for Students and general Council policy and sections of the residence's constitution or rules.
- 2.3.3.** ensures that all official University information is communicated to the House by means of official announcements during meals, House meetings, on notice boards, etc.
- 2.3.4.** together with the House Committee of the PSO's is responsible for the formulation and execution of the welcoming programme for new students at the start of the year.
- 2.3.5.** is overall personally liable for ensuring that the University's Risk Management policy is applied strictly and that safety measures are enforced.
- 2.3.6.** in cooperation with the RH, ultimately is co-responsible and co-accountable for the implementation and management of the SU Alcohol Policy, as applicable to his/her particular environment.
- 2.3.7.** in residences that are equipped with electronic access doors, that specific responsibilities are allocated to ensure that the access doors are in operation at all times.

### **2.4. MENTORS (SENIOR STUDENTS):**

- 2.4.1.** is responsible for the implementation of the Rules for Students, residence rules and residence constitution in the residence in general, and among the specific group of students and/or section allocated to him/her in particular. In this capacity, Mentors will under no circumstances qualify to be regarded as employees of the University.
- 2.4.2.** serves as link between a section and/or group of students allocated to him/her and the HC as well as the RH.
- 2.4.3.** reports any complaints, damages and repairs to the relevant body or persons.
- 2.4.4.** handles public relations with regard to a specific section/group via liaison with the HC.
- 2.4.5.** immediately reports illness or hospitalisation of students to the HC and RH.
- 2.4.6.** in cooperation with the RH and HC, ultimately is co-responsible and co-accountable for ensuring the implementation and management of the SU Alcohol Policy, as applicable to his/her particular environment.

## **3. RESIDENCE FINANCES**

### **3.1. HOUSE FEES**

- 3.1.1.** NO additional levies over and above the approved house fees may be demanded or expected from first-year students or other students, subject to the provisions of 3.3 (3). House fees do not include any fines related to disciplinary action.
- 3.1.2.** The treasurer administers Block C Nooitgedacht's funds in accordance with the regulations of the residence rules, the constitution of the residence, the guidelines of the Financial Quick Reference Guide and in accordance with the instructions of Finance Division of the University.
- 3.1.3.** Expenses that are planned but do not form part of the budget that has been approved, are approved by the HC.
- 3.1.4.** At each House meeting, the treasurer reports on the finances and, at the end of the term of office of the HC, submits a complete report.
- 3.1.5.** Approval for the payment of the remuneration of the HC for the final term of its term of office may be withheld by the RH until the financial report has been finalised to his/her approval.



- 3.1.6.** Any dispute regarding the financial report of a residence is referred for final approval to the Finance Division, whose decision in this regard will be final and binding.

## **3.2. MANAGEMENT OF RESIDENCE PROJECTS**

- 3.2.1.** All monies received must be paid in against the cost point of the particular House fund. No monies received may be used to pay expenses directly. If this rule is disregarded, disciplinary action may be taken against the treasurer and/or other students or persons who are party to it. Any student or person who is party to the infringement will be reported to the SARS and such student or person will be liable for all taxes and fines that may arise from the matter.
- 3.2.2.** Advances will only be considered by the Finance Division after the submission of a budget setting out the nature and extent of the requirements. Source documents, invoices and/or receipts related to the awarded advance must be submitted to the Finance Division within a reasonable period of time, as agreed, before any further advances or payments will be considered.
- 3.2.3.** No person may request the payment of monies or a cheque in his/her own name.

## **3.3. FINANCIAL LIABILITY**

- 3.3.1.** Residents are held financially liable for all damage that they cause in the residence. Everyone carries responsibility for the condition of the room in which he/she resides and for the furniture and equipment in it and is individually liable for damage caused by himself/herself or by others to apparatus used by him/her. A resident is similarly liable for the damage caused by his/her visitors.
- 3.3.2.** All monies payable for breakage/damage caused by a student/s in a University residence will be charged to the student by way of invoice and payable within 7 days, as determined by the Finance Division in consultation with the student.
- 3.3.3.** Any damage that cannot be attributed to a specific student/s (unidentified damage) will be recovered from the residence's House fund.
- 3.3.4.** The University Council and University staff are not liable for the loss of or damage to the personal property of residents of a residence. The residents must themselves ensure that their property is insured sufficiently.

## **4. RESIDENCE FUNCTIONS AND ACTIVITIES**

### **4.1. GENERAL**

- 4.1.1.** For these purposes, a residence function is defined as an occasion that is arranged on the residence premises for the residents of the residence concerned and invited guests.
- 4.1.2.** Residence functions may only be presented in the residence concerned, as long as the facilities of the residence are sufficient and control over those involved is possible.
- 4.1.3.** The RH must give prior permission for such a function.
- 4.1.4.** A residence is entitled to hold a residence function during the week once per term, as long as the function does not end later than 24:00.
- 4.1.5.** No residence function may be held during the two weeks preceding the June examinations and the two weeks preceding the November examinations.

### **4.2. DANCES**

- 4.2.1.** University residences that have suitable venues are permitted to hold residence dances in the residence with the approval of the RH. If these are held during the week, they are regarded as a residence function.
- 4.2.2.** Dances must end at 01:00 on a Friday night and at 24:00 on a Saturday night.



### 4.3. AWARD DINNERS (“HANE- EN HENNEDINEES”)

- 4.3.1. No award dinners may be held on the second-last Thursday evening before the start of the November examinations.
- 4.3.2. Award dinners are formal functions during which the achievements of the residents of the residence are acknowledged.
- 4.3.3. Each residence that wishes to present an award dinner must apply for a suitable date to the CSC. Award dinners may only be held on an approved date.
- 4.3.4. Any misbehaviour by students during a dinner or deviation from the approved date could lead to the residence not being permitted to present such a dinner for an undetermined period of time.

### 4.4. OPEN RESIDENCE FUNCTION

- 4.4.1. An open residence function differs from other residence functions in that it is attended by uninvited persons, the public or any person who reacts to publicity for the function.
- 4.4.2. Any residence that wishes to present such a function must obtain approval in writing from the CSC at least fourteen days before the function. The function must comply with the relevant legislation regarding functions. The complete programme for the function must be submitted for approval.
- 4.4.3. No arrangements or bookings may be made before the programme has been approved in accordance with 4.4.2.
- 4.4.4. The HC is responsible for making the necessary arrangements with SU’s Security Services and other parties concerned.
- 4.4.5. Open functions may not be presented during academic times.
- 4.4.6. Any misbehaviour by students during a function or deviation from the approved date could lead to the residence not being permitted to present such a function for an undetermined period of time.

### 4.5. SERENADES

- 4.5.1. Serenades may take place on weeknights until 01:00.
- 4.5.2. No serenades may take place during the two weeks preceding the mid-year examinations or the two weeks preceding the end-of-year examinations.
- 4.5.3. A HC member from the residence concerned must accompany the serenading group.
- 4.5.4. The organiser is responsible for the orderly course of the serenade.
- 4.5.5. Approval by the CSC must be obtained

### 4.6. CHAMPAGNE BREAKFASTS

- 4.6.1. Champagne breakfasts may only be held on weekend mornings and on public holidays.

## 5. ALCOHOLIC BEVERAGES IN RESIDENCES

(Rules Applicable from 1 Jan 2020)

### DEFINITIONS

“Liquor Act” refers to the most relevant legislation applicable.

### 5.1. GENERAL

- 5.1.1. From 1 January 2020 no alcohol will be allowed to be consumed in SU student accommodation or on its premises. Alcohol is not allowed to be stored in residences and the display of empty bottles or tins that is recognizable as alcoholic beverages is not allowed.
- 5.1.2. When alcohol is found in the student accommodation it will be confiscated and destroyed.



- 5.1.3.** The storing and consuming of alcohol in student accommodation will be dealt with as a residence matter and repeated offences become a disciplinary matter.
- 5.1.4.** These rules stay in place until new residence rules, that have the positive impact of changing the binge drinking culture to a culture where drinking limits consumers' Blood Alcohol Content (BAC) to 0,08%, are agreed upon.

**5.1.5. GUIDELINES WITH REGARD TO THE RULES**

- a The guidelines that are taken into account in this regard are:
- the acknowledgement of the choice for responsible consumption of alcohol;
  - the limitation of alcohol abuse;
  - the establishment of a safe and quiet environment for academic studies;
  - the consumption of alcohol is allowed in spaces where the person responsible for that space is clearly determinable;
  - the right of a RH, in consultation with the HC, to determine more limiting rules for the consumption of alcohol in the residence;
  - the institution of alcohol-free areas; and
  - the orderly implementation of rules with regard to the consumption of alcohol in residences.

It is NOT the purpose of these rules to permit every possible consumption of alcohol in residences.

- b Although the consumption of alcohol in a residence may take place, a residence may also limit the consumption of alcohol and the RH, in consultation with the HC, is free to determine more stringent rules for the consumption of alcohol than those permitted by these rules.
- c A residence may take a decision during a meeting of the HC regarding whether there shall be alcohol-free zones in the residence. Such a decision may be taken on the initiative of the HC meeting or may be a ratification of a written request supported by a majority of students who live in a specific area in the residence.
- d The RH, as manager of the liquor licence for each residence, has the power to decide whether alcohol consumption is banned on any licensed premises and has the responsibility to ensure that the use of alcohol on unlicensed areas complies with the Liquor Act and the policy of the University.

**5.1.6. GENERAL STIPULATIONS**

- a Persons under the age of 18 years may not consume alcohol in the residence.
- b No one may sell alcohol or provide it or make it available to persons under the age of 18 years.
- c Alcohol consumption is limited to the following areas and occasions:
- Approved functions;
  - Clubs; and
  - Residence rooms.

**6. VISITORS IN RESIDENCES**

**(Rules 6 applicable from 1 January 2020)**

The rule with regard to visitors in residences are instituted to regulate visitors to the residence, to protect the rights of all paying residents, to prevent squatting, subletting and occupation without payment and to promote safety in the residences.





Residences can set their own rules in terms of visiting hours and places where visitors are allowed at certain times that are more restrictive than what these rules below allow.

## 6.1. FUNCTIONS

- 6.1.1. Alcoholic beverages may be provided and served at functions in a residence, namely house dances, dinners, first-year, second-year and senior dances, and other special occasions approved by the RH in terms of the liquor licence applicable to the particular residence.
- 6.1.2. Permission to consume alcohol at any function in the residence must be granted by the RH. Such consumption must take place in accordance with the conditions applicable to the liquor licence, Liquor Act and special rules laid down by the University. For each function, the residence is required to compile a policy to prevent 'binge drinking' and appoint a monitor to monitor if the policy is actually being followed.
- 6.1.3. The serving or consumption of alcohol beverages on unlicensed premises may only take place with the approval of the RH.
- 6.1.4. If a function is presented by the residence on premises outside of the residence and application is made for a temporary liquor licence for the residence to run the bar itself, this should be done on the recommendation of the Director: CSC. The application form can be obtained from the Legal Services Division of the University and application should be made at least 3 (three) weeks before the function is to take place.
- 6.1.5. A student may not make himself/herself guilty of alcohol misuse during a function. **IN TERMS OF THE LIQUOR ACT, NO ALCOHOLIC BEVERAGES MAY BE MADE AVAILABLE OR SOLD TO ANY PERSON UNDER THE AGE OF 18 YEARS.**
- 6.1.6. The RH and the members of the HC accept full responsibility for the orderly course of the function, as well as for supervision over the recovery of any loss or damage that arises from such function.
- 6.1.7. Liquor for a function must be controlled by the HC with the approval of the RH.
- 6.1.8. Liquor for functions must be stored in a place that has been identified by the SAPS as a safe place. The University accepts no liability whatsoever for the loss of or damage to any liquor supplies in the residence or rooms.

## 6.2. CONSUMPTION OF ALCOHOL OUTSIDE OF LICENSED CLUBS

- 6.2.1. Students may consume alcohol in their rooms. If a room is occupied by more than one person, this should take place with the (prior written) approval of both occupants of the room.
- 6.2.2. The occupants of a room are responsible for all damage or contravention of rules in a room that is occupied by them, regardless of whether they were present when the damage or contravention of the rules took place.
- 6.2.3. The consumption of alcohol in a room does not revoke any other rule of the residence or Rules for Students and must be applied in conjunction with the aforementioned. This expressly means that the consumption of alcohol in a room may not be used in such a manner that there is noise or that the full enjoyment of academic quiet times by any other student is influenced in any manner.
- 6.2.4. The consumption of alcohol in any other place in the residence is prohibited, including in public spaces such as lounges, TV rooms, passages, stoeps, balconies, grounds and braai areas.
- 6.2.5. Notwithstanding 5.4.4 above, written permission may be obtained from the head of the residence for the consumption of alcohol in a previously demarcated braai area, provided that the written permission may be valid for a specific period of time and subject to conditions that do not clash with the essence of the rules for alcohol consumption in general and that such permission may not be granted for any time later than 24:00.
- 6.2.6. The RH may, as the greatest exception, give permission for the consumption of alcohol in public spaces as provided for in 5.4.4. (Greatest exception does not include the regular use of alcohol in the specific areas.) The use of alcohol in such an area does not revoke any other rule of the residence or Rules for Students and must be applied in conjunction with the aforementioned. It specifically means that the use



of alcohol in such an area may not be used in such a way as to cause noise or to affect the full use of academic quiet times by any other student.

### **6.3. THE PURCHASE OF ALCOHOL IN TERMS OF THE LICENCE CONDITIONS**

- 6.3.1.** The purchase of all alcohol must take place in accordance with the acquisitions and financial procedures and systems of SU. SPECIAL ATTENTION SHOULD BE PAID TO THE PROCEDURES RELATING TO SPONSORSHIPS AND DONATIONS.

### **6.4. THE DISPLAY OF THE RULES REGARDING ALCOHOLIC BEVERAGES IN RESIDENCES**

- 6.4.1.** The rules regarding alcoholic beverages in residences must be displayed in a prominent place in the residence and must also be put up in licensed areas.
- 6.4.2.** Special attention should be paid to the requirements of the Liquor Act regarding the display of the liquor licence and other notifications that are required.

## **7. BEHAVIOURAL MATTERS**

### **7.1. RAIDS AND ATTACKS BETWEEN RESIDENCES**

- 7.1.1.** Raids, attacks and incitement to raids and attacks by students on any residence are prohibited.
- 7.1.2.** If the premises of a residence are entered in the course of a raid or attack by non-residents of that residence, the matter must be reported directly to the SU Security Services and the CSC.
- 7.1.3.** The damage caused during a raid may be recovered in full from the residence and the students that carried out the raid.
- 7.1.4.** Challenges, taunting or the shouting of indecencies, insults or crude language or any other action against students or residences that could provoke negative counter-reaction or some form of reprisal is prohibited.
- 7.1.5.** No object of any nature may be flung, thrown or shot at any residence or occupants with the purpose of causing damage, drawing attention or inciting a feud or reprising it.

### **7.2. QUIET TIMES**

- 7.2.1.** Students should at all times act in such a manner that it will be possible for the occupants of a residence to study unhindered.
- 7.2.2.** Students and residences should at all times act in such a manner that no discomfort or disturbance of peace is caused to the occupants or other residences in the area.
- 7.2.3.** Quiet must be maintained at least during the following times:  
Monday - Thursday:  
08:00 to 12:30, 14:00 to 16:30, 19:00 to 21:00 and 21:30 to 08:00 the following morning  
Friday:  
08:00 to 12:30, 14:00 to 16:30, 23:30 to 08:00 the following morning
- 7.2.4.** The management of a residence may make arrangements with regard to quiet times that lay down stricter requirements than those set out above and must make residence-specific arrangements with regard to Saturdays and Sundays.
- 7.2.5.** It is the duty of every occupant to cooperate to ensure that academic quiet times are possible in a residence.
- 7.2.6.** It is the duty of the HC to maintain quiet times in a residence and to act strictly in the case of any deviation from the quiet times. The management of the residence also has a duty to ensure that rule 8.2.2 is observed.



## 8. WELCOMING OF NEW STUDENTS AND GENERAL GROUP ACTIVITIES OF ALL STUDENTS IN RESIDENCES AND PSO WARDS

### 8.1. General

- 8.1.1. All provisions in this section should be interpreted in the light of the University's intention to ensure that welcoming and introduction are positive experiences for all new students and to prevent the basic rights of the students from being infringed upon.
- 8.1.2. All students or groups of students are subject to the stipulations and rules of the University. This section refers specifically to the rules that are applicable to the welcoming of new students, and to the welcoming, "initiation", orientation or institution of any other student by fellow students of Stellenbosch University.
- 8.1.3. No student may voluntarily, whether in writing, orally or through his/her action or in any other manner, waive any right that is granted in terms of the Bill of Rights.
- 8.1.4. No HC member or any other student involved in the organisation, execution or undertaking of any activity in which any other student is involved and THAT IS CONTRARY TO THESE RULES OR ANY RULES OF THE UNIVERSITY may claim that the participating party voluntarily agreed to take part and that he/she took part in the particular activity or activities at his/her own risk.
- 8.1.5. The "initiation" or "doop" or "induction" of new and other students of the University or any other demeaning activity linked to these is prohibited. This prohibition also applies to other, similar demeaning or forced activities during the celebration of birthdays, the election of HC members, engagements or for any other achievement, event or occasion.

### 8.2. The welcoming of new students within the context of residences and PSO wards

- 8.2.1. The welcoming of new first-year students is the responsibility of the RH and the HC of the relevant residence/PSO ward.
- 8.2.2. During the final term of each year, the Prim and HCs of each residence/PSO ward must submit a complete welcoming programme, signed by the Prim and RH/RH/VH to the CSC for consideration.
- 8.2.3. The following should be taken into account when a welcoming programme is drawn up:
- 8.2.3.1. The particular welcoming programme must inform new students in a friendly, hospitable and decent manner of the following:
- residence, PSO and university life
  - supporting infrastructure that promotes academic activities
  - the rules of the residence
  - practices of the environment
  - opportunities for the development of individuality and own thinking
  - the nature and essence of the values, ethos, mission and objectives of Stellenbosch University and of the particular residence or ward.
- 8.2.3.2. The following procedures and activities are expressly prohibited:
- any form of physical contact or discomfort, such as sweating sessions, the enforced wearing of jackets and ties, or forced walking backward
  - any form of personal service to senior students
  - pulling pillowcases or bags over the students' heads
  - any form of mud bath or anything similar
  - the administration of alcohol or any other substance, including water
  - the purposeful denial of food
  - the application of any substance to the students' bodies
  - the disturbance of the night rest of students between 23:00 and 06:00
  - the carrying away or taking out of new students during the day or night
  - any form of mental harm or humiliation, such as having to wear ridiculous clothes, intimidation, insulting remarks or shouting at new students
  - depriving the students of any privileges to which they normally would be entitled, such as the use of items or facilities such as telephones, cell phones and washing machines, and opportunities to wash or shower
  - enforced participation in group activities
  - having to take any oath of secrecy relating to the welcoming, no matter how indirectly.



8.2.3.3. Group activities, such as serenades or concerts that might take a group outside of the residence, must be indicated clearly in the programme.

8.2.3.4. With regard to residences and PSO wards at Stellenbosch, none of these activities normally may be offered beyond the town boundaries. Where such an activity is planned, it must be with the permission of the CSC.

**8.2.4.** Welcoming programmes are compiled for and completed during the period that is set aside for the welcoming of new students as determined by the CSC. (The period ends on the Sunday before classes begin.)

**8.2.5.** Contraventions of the provisions and regulations with regard to the welcoming of new students must immediately be reported to the RH and then to the CSC for further action.

### **8.3. Initiation of students**

**8.3.1.** The initiation of students into any capacity or structure of the residence or ward is prohibited. Especially if it is associated with any of the following:

- any form of physical contact or discomfort, such as sweating sessions, the enforced wearing of jackets and ties, or forced walking backward
- any form of personal service to other students
- pulling pillowcases or bags over the students' heads
- any form of mud bath or anything similar
- the administration of any substance, including water and alcohol
- the purposeful denial of food
- the application of any substance to the students' bodies
- the disturbance of the night rest of students between 23:00 and 06:00
- the carrying away or taking out of students during the day or night
- any form of mental harm or humiliation, such as having to wear ridiculous clothes, intimidation, insulting remarks or shouting at students
- depriving the students of any privileges to which they normally would be entitled, such as the use of items or facilities such as telephones, cell phones and washing machines, and opportunities to wash or shower
- enforced participation in group activities
- having to take any oath of secrecy relating to the initiation, no matter how indirectly.



# ADDENDUM C

## Stellenbosch University Accredited Private Residence

[www.educata.co.za/blockc](http://www.educata.co.za/blockc)

[Jethro@sun.ac.za](mailto:Jethro@sun.ac.za) 071 805 8023

[info@blockc.co.za](mailto:info@blockc.co.za) 082 301 2360



UNIVERSITEIT  
STELLENBOSCH

## HOUSEKEEPING RULES AND FINES

RULE	FINE
<b>Smoking:</b> No smoking in rooms or on balconies. This includes Ocha pipes. Smoking is permitted at the braai and quad area. Also in the designated area in the basement.	R 100
<b>Walls:</b> No writing on walls, No nails/ screws in walls <i>You will be fined and charged with damage to property</i>	R100 + cost of repair
<b>Candles &amp; incense:</b> No burning of incense / candles in rooms	R 200
<b>Heaters:</b> No open element heaters. ONLY Oil and / Fan heaters are allowed	R 200
<b>Washing:</b> It is not permitted to hang washing on the balcony railings or in the window. Please use a washing rack or lines at laundry	R 50
<b>Social Opportunities:</b> No parties/ socials may be held in the braai area / rec room/ basement without prior approval from the Head of House. Please pay close attention to the alcohol policy.( Section 5 - House Rules)	R 200
<b>Noise /disturbance of peace:</b> Please note the quiet times for the residence which must be strictly adhered to. Times will be extended during Test weeks and Exam periods (Refer par 6.2.3 SU House Rules week quiet times) <b>Monday - Thursday:</b> 21:30 to 08:00 am next day <b>Friday:</b> 23:30 to 08:00 am next day <b>Saturday:</b> 23:30-08:00 am next day <b>Sunday:</b> 21:30-08:00 am next day	R100 pp involved
<b>Cleanliness of flat:</b> Residents are responsible for the cleaning of stove, microwave and freeze/freezer. Flats will be assessed on a regular basis to avoid flats becoming a health hazard for occupants. Refer to website FAQ	R50 pp in fined unit
<b>Breakages:</b> Any breakages of doors, furniture, windows, basins etc will be for Student's Account and is payable immediately	R100+cost of repair
<b>Sleepovers:</b> All sleepovers must be approved by every cluster member and signed off before the sleepover (no later than 20h00 on the day of sleepover) by the Head student or Prim and approval must be displayed on the inside of the unit front door. Guests may sleepover at no extra charge for two nights per month on Fridays and/or Saturdays only and not longer than 2 nights in succession. Additional sleepovers have to be paid for upfront at R250 per night.	R250 pp with no written permission
<b>Illegal substances (Drugs):</b> The consumption/sale/possession/storage of illegal substances will NOT be tolerated. SAPS raids will be done on regular basis. All matters will be referred to the SAPS as well as the University of Stellenbosch Central Disciplinary Committee(CDC)	CDC & SAPS charges Student will be suspended from residence pending outcome of investigation

- **All income from Fines raised will be used to the benefit of the residents of Nooitgedacht C**
- **These Rules and Fines may be amended from time to time**

Signed: Student \_\_\_\_\_ Date: \_\_\_\_\_

Signed: Lessee \_\_\_\_\_ Date: \_\_\_\_\_



**TO BE COMPLETED ON DAY OF ARRIVAL ONLY**



UNIVERSITEIT  
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UNIVERSITY

**ADDENDUM D**

**BLOCK C -NOOITGEDACHT**

**QUESTIONNAIRE TO DETERMINE THE CONDITION OF THE FLAT**

To be completed by resident and handed in to Facility Manager within 7 days of occupation date  
No comment indicates good condition

<b>Flat /Bed Number:</b>		<b>Date:</b>	
<b>Student Name:</b>			
<b>Student cell no:</b>		<b>SU St No:</b>	
<b>Keys Numbers:</b> <i>Fill in Number and Initial if Received</i>	Front door key number:	Received signature	
	Room door key number:	Received signature	
	Partitioning door key number:	Received signature	
<b>Shuttle tag:</b> <i>Fill in Number And Initial if Received</i>	Shuttle Tag Number:	Received signature	
<b>Area /Item</b>	<b>Comments</b>		
	<b>Kitchen</b>		
Microwave			
Cupboards			
Hob			
Sink			
Walls			
Fridge/Freezer			
Plugs			
Handles			
Door			
Walls			
Window			
Tiles			
General			



Area / Item	Comments
<b>Lounge</b>	
Couch	
Plastic Chairs 4	
Coffee Table	
Sliding Door	
Curtains	
Balcony	
Walls	
Plugs	
Internet Access Point	
Tiles	
<b>Toilet</b>	
Toilet bowl	
Toilet seat	
Basin	
Taps	
Doors	
Walls	
Tiles	
<b>Shower</b>	
Shower Curtain	
Taps	
Basin	
Walls	
Tiles	
Extractor Fan	
Door	
Window	
<b>Room/ Bed No: _____</b>	
Bookshelves	
Desk	
Cupboard	
Bed	
Matress	
Curtains	
Plastic Chair	
Divider	
Tiles	

**SIGNATURES**

<b>Resident</b>		<b>Date</b>	
<b>Coördinator</b>		<b>Date</b>	
<b>Coördinator name</b>			

