

WATER AND ELECTRICITY CONSUMPTION

Due to water scarcity, South Point reserves the right to manage water consumption. Please use water sparingly. We cannot guarantee hot water 24/7 but will endeavour to minimise disruptions.

Included in your accommodation fee is an amount allocated for the use of water and electricity (excluding Clifton, Kincora floors 1-5, Orchards, NMJ, 10 Plein, 179 (VDS). Please ensure that the following is adhered to:

- use only the minimum amount of electricity required. Please switch off all lights and electrical appliances while not in use or when you leave the room;
- water should be used sparingly. Please report any leaks to the security/building manager as soon as they are noticed;
- dump rubbish (including uneaten or stale food) in the dustbins provided;
- keep the bathrooms and kitchens in a clean state - as you would like to find them;
- ensure that all stove plates and ovens are turned off when not in use.
- **bar heaters and kettles are not allowed and will be confiscated.**

In the event there is a water outage in your region - you are to ensure you leave all your taps closed, to prevent flooding in the event the water returns. Should you be found to be negligent, you will be required to pay a fee for damages incurred.

Should we find that the electricity and water charges for the building exceed that provided for, we will be obliged to increase the accommodation fee to accommodate the electricity and water shortfall.

In the event that your room is equipped with a pre-paid electricity meter, and we find that the device has been tampered with while you are in occupation of the room, you will be issued with a **R5000 spot fine which needs to be paid immediately before services are reinstated.** In addition to the mentioned fine, criminal charges may be laid against you.

CARE OF THE BUILDINGS, COMMON AREAS AND ROOMS

You must keep your room clean and tidy at all times. Bed linen should be changed and washed at least once a week (your mattress should be covered with a bed sheet). The furniture provided in your room may not be removed from your room, or the building, without our prior consent. Insects and rodents are a health hazard - all food kept in your room must be stored in suitable containers or wrapped tightly, this prevents insects or rodents from accessing it. Stale, unfinished or waste food must be immediately thrown in the dustbins provided in the kitchens.

All rooms are inspected minimum 4 times per year. Any damage found to the room on inspection will be billed directly and become payable immediately. Should we find that the state of your room is a potential health hazard, you will be formally requested to clean your room. Should you consistently keep your room

in such a state we will arrange for the room to be cleaned and all costs will be from your account.

You will ensure that prior to vacating the room, for weekends, vacations or otherwise, your room is cleaned and that any form of food or drink is stored away or thrown out and that pots, pans, cups and plates are cleaned and removed from the kitchen. We reserve the right to clean your room in your absence and hold you accountable for costs incurred (which will not be less than R250. Cleaning of your room will be charged against your deposit) and we will not be held responsible for any losses.

You will keep your room in a neat and hygienic condition - should you be found to be the root cause of any bug infestation in your room - you will be charged for the fumigation and debugging of your room

Cooking of food in your room is strictly forbidden. You may not remove any microwave ovens or hot-plates supplied from the communal kitchen for cooking in your rooms or otherwise. Clothes or other items may not be hung from the windows of the building.

All maintenance issues need to be reported via the South Point App. Should you experience any difficulties while using the app, you will report the problem via the "contact us" input. The full cost of repairing any item of furniture or electrical appliance provided by us will be charged to you with an appropriate administration charge of not less than R100.

Furniture should not be removed from the common areas to your rooms. **If you are found to have taken the furniture to your room, you will be issued with a R500 spot fine** which needs to be paid immediately via cash settlements and cannot be deducted from your deposit.

No posters or other items may be affixed with any product or material to the walls, windows or furniture of your room or any other part of the building. It is in your best interest to keep the building in a clean state, please do not soil, mark, litter or damage the common areas of the building. Toilets must not be used for the disposal of any foreign objects, only domestic toilet paper may be flushed down the toilet. Please avoid discarding leftover food, human hair etc into the basin, sink, toilet and shower as these cause blockages in the system. Damages in common areas for which the culprit cannot be identified will be levied to the floor and or the building as a whole.

ACCEPTABLE INTERNET USE POLICY

INTERNET SERVICES

It is your responsibility to ensure that the Internet services made available under this agreement are used in a lawful and responsible manner. Any use of the service in pursuance of criminal activity, or which gives rise to an action at law (by any person) against you, is in breach of this agreement. You are required to ensure that your use of the service does not cause harm to our network or to the

network operations of any other provider.

Further, you are responsible for adhering to fair and acceptable use of the Internet services as indicated in the Acceptable Use Policy

CONSIDERATION FOR OTHERS

Serious disorderly behaviour that results in the disturbance of others may lead to immediate termination of the tenancy agreement. In such cases you will be liable for the full charges set out in the tenancy agreement.

We reserve the right to terminate the tenancy agreement should you be found to be a danger to yourself, others and/or South Point facilities and staff. SouthPoint will try assist student by reaching out to the student institution.

Please make sure that you do NOT leave your iron unattended as this is a potential fire hazard to all in your room / building.

Playing of music or other sounds at unreasonable levels is strictly forbidden

The Owner reserves the right to confiscate any music equipment in the event that the Lodger does not adhere to this rule. Such equipment will be returned to the Lodger at the end of each semester.

Shouting, calling or talking in a raised voice is not acceptable. Running in corridors or in any other areas of the building is not permitted. Report disturbances to your Resident Assistant and Building Manager.

You are not allowed to walk around common areas without being fully clothed

You are not allowed to arrive at the office in any sleeping attire (night gowns, pyjamas etc.)

FDO services has the right to issue an instruction on behalf of South Point. Breach of following instruction is punishable.

MEDICAL CONDITIONS AND DISABILITIES

Should you suffer from any medical illness or disability, we would appreciate you notifying us so that we are in a position to be of assistance in the event of a medical emergency.

SMOKING, DRUGS AND ALCOHOL

The building is a smoke-free building. **Smoking, drinking and the taking of drugs is strictly prohibited** within your room and in the common areas of the building. Smoking and drinking alcohol in front of the buildings and/or anywhere on South Point premises is strictly prohibited. Consumption and storage of alcohol is not allowed in your room or in the building. You will not use, store and sell non-prescription drugs or narcotics in the building. Should alcohol or any form of drugs be found on your person or in your room, we reserve the right to immediately terminate the tenancy agreement and take whatever legal action that may be necessary against you.

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Smoking or possession of hubblees is not allowed and such will be confiscated and returned to you at the end of the semester / year. Marijuana/Dagga remains strictly forbidden in our buildings/premises and will result in an eviction if proven guilty of storing, dealing, using, cultivating it and found in your possession.

SECURITY AND SAFETY

We cannot be held responsible for any losses that you may incur whilst residing in our buildings. In light of this, please keep your room locked at all times and ensure that the windows are properly closed when you are not present in your room. The key for your room must never be given or lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify the room or building that the key belongs to. It is vital that you take good care to ensure that you never leave your keys in a place that they could be stolen or lost.

You are not allowed to grant access into the building for any visitor or other students staying in the building or banned person using your fingerprint access

If you have a parking agreement; you are not allowed to grant access into the building for any visitor or other students staying in the building or banned person via the parking gate using your remote

The master key will only be available 8:00am – 18:00pm weekdays and 8:00am – 13:00pm on weekends

We will not be held responsible for any theft or burglary involving your possessions. Lost keys lead to the issuing of new keys and you will be held responsible for the cost and issuing of replacement keys together with an administration charge for the locksmith.

Lost key replacement costs are as follows (this includes repining and new key issue): R450 Single room, R650 Sharing room, R850 Three Sharing room and R1050 Four Sharing room. For rates on Clifton, please come through to the South Point Offices.

- Lost key fees cannot be allocated to your deposit
- It is your responsibility to ensure that your goods are insured

Tampering with any security or firefighting equipment is a serious offence and is strictly forbidden. Should you tamper with the fire equipment in any way, we reserve the right not only to have you arrested but to lay criminal charges against you. The cost of restoring such equipment will be from your account or that

of the floor or building (minimum charge of R1000 for tampering with equipment).this will include e.g. (breaking glass tube, tempering with MCP, removing fire sounder, discharging fire extinguisher, tampering with fire detectors, tampering with fire blankets etc.)Covering light cover with plastic or any material may cause fire in the building, so it is prohibited.

The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden to be used in your room or any other part of the building. We reserve the right to search bags (yours and your visitors) at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

GENERAL

Firearms, or any form of weapon, eg. knives, batons etc, are forbidden. No group meetings or demonstrations will be permitted without our prior approval. Pamphlets of any nature may not be placed or handed out in the building without our prior consent. South Point will not be held liable for any procurement of goods and / or services rendered by parties other than South Point. Relocation to another South Point building due to flooding or fire or any other reason is not always possible or guaranteed. We reserve the right to amend, update or introduce new house rules at any point in time. Student must avoid at all cost to be involved in any illegal protest action. South Point reserves the right to blacklist students, who will never be allowed to visit or reside in any South Point residence. You may not conduct any kind of business ie; selling ciggarretes,sweets,beauty product ect within the building.

You need to request a vacate note from the office to be able to leave the building with alot of luggage. Vacate notes will only be issued Monday – Friday 8:00am – 17:00pm. On public holidays the office will not be operating.

PREGNANCY

Should you fall pregnant, you will be required to vacate the premises by the 6th month of pregnancy as our staff is not equipped to handle early delivery of babies. Any event of abortion must be reported to the authorities (SAPS). Failure to observe these House Rules will constitute a breach of the Tenancy Agreement and may lead to termination of the agreement. Self induced abortions are not allowed within our premises. should you terminate a pregnancy within our premises this will result in an immediate termination of the agreement. Should you be suspected of being pregnant, you will be approached by a staff member and requested to produce a doctors note.

TENANCY TERMINATION OFFENCES

The following offences are grounds for immediate tenancy termination from the student residence, at the sole discretion of South Point:

- Any criminal Act, including, but not limited to the following of the Drugs and Drug Trafficking Act no 140 of 1992 whilst on South Point premises;
- Any student suspected of being in possession of illegal substances which is in contravention of the Drugs and

- Drug Trafficking Act no 140 of 1992;
- Tampering with fire equipment in contravention of the Fire Safety By-Law;
- Any student found to be in contravention of the Protection from Harassment Act 17 of 2011. This includes physical assault or violence (including rape or attempted rape, either on or off the premises);
- Any student found to be in contravention of the Sexual Offences Act 23 of 1957;
- Any student found to be in contravention of Criminal Procedure Act 51 of 1977 relating to theft;
- Any student found to be in contravention of the Dangerous Weapons Act 15 of 2013;
- Any student found to be in contravention of the firearms control Act 60 of 2000;
- Any student suspected of being in possession of fireworks or other explosive devices whilst on the premises which is in contravention of the Explosives Act 15 of 2003;
- Making a fire in any area of the building not designated for such purpose, and / or without prior permission from Management which is in contravention of the Fire Safety By-Law;
- Vandalism and damage to property will be an immediate termination of tenancy.
- Picketing in the building is not allowed

The following verbal and written warning system applies across all violations of House Rules:

- Written letter to be issued for all verbal warnings, to be signed by the student concerned, and student admin and placed on the student's file.
- All written warnings will be signed by the student concerned, and residence staff and will be placed on the student's file.
- In the event of a student's expulsion from the residence, the student shall have six hours (6 hours) to vacate the residence from the time that he or she is instructed to do so by Residence staff. Failure to adhere to this will be considered trespassing.
- May appeal their expulsion, in writing THAT OUTLINES MITIGATING circumstances that should be considered to:
 - South Point Management
 - SAPS (if the offence is deemed to be a criminal one).

VISITORS

Visitors are welcome provided they observe these house rules and the tenancy agreement. No student may have more than TWO visitors at any given time. All visitors are required to report to security and are not allowed direct access to your room. Visitors will be required to leave either their student cards or identity documents with security prior to being allowed access to the building. You will be required to fetch all visitors from the foyer. No visitors are allowed to remain in the building without your presence. Should you leave the building, your visitors must also leave the building. You will be wholly responsible and financially liable for any damages caused by your visitor. Visitors have access to the building from 9h00 to 23h00. Sleeping overnight is not permitted. Should we find that you have granted a visitor the right to sleep over, we will charge you an amount of R200 per visitor per night for the room. Prior arrangements can be made for visitors to be accommodated in our buildings at a cost of R135 per visitor per night payable upfront and a designated room will be made available to the visitor(s) if available (You only have a maximum

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7 sleepovers per month). If you are found to have brought a blacklisted student on the premises, you as the Lodger will be fined. It is a level 2 offence, where you will be issued a final warning and then fined.

Management reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, visitors' behaviour is inappropriate or the people carrying capacity of the building is exceeded in any way. Management reserves the right to block visitors due to threat of and/or protest action. Visitors will be allowed at the discretion of South Point Management.

PARKING

Students who wish to make use of parking will be obligated to sign a separate parking agreement. A monthly parking cost will be incurred. No visitors will be allowed to park on the premises. Parking is charged at R450 p/m for the duration of the lease.

SCHEDULE OF FEES / FINES

- a. Early termination of tenancy agreement – penalty of two month rental
- b. Late payment of rental – R250 per month
- c. Tampering with prepaid electricity meters – R5000 plus criminal charges will be laid against you
- d. Repairs due to negligence – R100 admin fee plus cost to replace / repair
- e. Moving common area furniture into your room – R500
- f. Cleaning your room in your absence due to your personal unhygienic living conditions – minimum of R250
- g. Lost keys – R450 Single, R650 two sharing, R850 three sharing, R1050 four sharing, (Clifton, please verify charges at the office)
- h. Scheduled sleepovers – R135 per visitor per night
- i. Unscheduled sleepovers – R200 per visitor per night
- j. Level 3 offence – warning plus a fine up to R5000
- k. Moving from two sharing/three sharing to a single room – R500 (You are only allowed to move rooms minimum 8 weeks after the commencement date of the original signed tenancy agreement)
- l. Moving from single room to two sharing/ three sharing – R1000(You are only allowed to move rooms minimum 8 weeks after the commencement date of the original signed tenancy agreement)
- m. Tampering with a fire alarm or any fire-preventing equipment – warning plus a minimum R1500 fine

** All warnings issued to a student will be communicated via email to the sponsor who is funding their stay at South Point (NSFAS, Bursary, Parents etc)

TRIBUNAL

The purpose of the South Point tribunal is to deal with cases that may lead to lease terminations against students that are residing at SouthPoint. The tribunal is made up of representations across different functions of the company. Once a case has been brought to the attention of the tribunal, they will sit and review within 7 days and a finding will be communicated properly to all concerned.

COVID REGULATIONS

The health and safety of our tenants, supplier partners, families, and visitors are of utmost importance. As the coronavirus disease 2019 (COVID-19) outbreak continues to evolve and spreads globally, South Point is taking every possible precaution to limit the spread of this disease. No person, staff member, or Lodger may enter South Point premises without consent. Lodgers, visitors, staff, and any other person seeking to enter our premises may

be subject to a health screening. South Point reserves the right to deny admission to its premises. • You are reminded that you must travel with a mask and must arrive at South Point with a mask, you will not be allowed into the building or offices without a mask.

- You must comply with the Covid19 social distancing protocols at all times.
- No visitors will be allowed during the Covid19 period.
- No gatherings will be allowed during the Covid19 period.
- The communal spaces such as TV and study rooms will remain under lockdown during the Covid19 period

BLACKLISTED STUDENTS

South Point reserves the right of admission in all its buildings. It can deny a student occupancy should he or she have received a warning, been found to be in contravention of any house rules, or placed in a tribunal. Contraventions are tracked against ID numbers, with the 'no access' policy applied nationally across its portfolio.

Rules are subject to amendments without prior notice to Lodger.

OFFENCE	TRANSGRESSION	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE	4TH OFFENCE
Level 1	1. Minor contravention of residence rules 2. Violation of quiet times 3. Disturbing the peace	Verbal	First written warning	Final written warning	Expulsion
Level 2	1. Smoking in non-smoking areas 2. Abuse of stoves 3. Failure to use your fingerprint access	First written warning (goods confiscated)	Final written warning	Expulsion	
Level 3	1. Vandalism 2. Possession and/or consumption of alcohol in the building and in front of the lobby / entry way 3. Refusal to comply with direct staff instruction 4. Contravention of parking rules 5. Smoking in front of the building or anywhere on the premises 6. Drinking in front of South Point buildings 7. Tampering with building wiring & electrical	Final written warning	Expulsion		
Level 4	1. Any criminal act as per the Criminal Act of South Africa	Expulsion			

Should you have a dispute with your roommate please report the matter, by sending an email to admin@staysouthpoint.co.za or call 0600 189 901.

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