



Rules and Regulations 2025/2026

STUDENT/LODGER HOUSING RULES AND REGULATIONS (2025)(2026)

These rules have been adopted to ensure and promote a secure lifestyle. These rules are not intended to limit the lifestyle of lodgers, but rather to protect them and are binding equally on all lodgers. Accordingly, lodgers are not only bound by these rules but they are also protected by them. These rules are administered and enforced by Auckland Park Campus Apartments (Pty) Ltd (“the Landlord”) and the failure to abide thereby may result in disciplinary, criminal and/or civil action. It is the responsibility of every lodger to ensure that all their visitors abide by these rules (the Student/Lodger Housing Rules and Regulations will later herein be referred as “the/these Rules”).

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1. Behaviour

- 1.1 Behaviours, whether through conduct or expression, which are not civil or respectful and which disturb the peace within or around lodgers' premises or The Campus are not permitted.
- 1.2 Committing acts of physical or mental abuse or engaging in actions that intimidate, harass, threaten, coerce or otherwise endanger the health and safety of self or another person (including threats or attempts of suicide) are prohibited. This includes but is not limited to, physical harm or threat of physical harm to any person and/or one self.
- 1.3 Sexual assault, sexual battery or rape of a lodger, guest, staff member or any other person is prohibited. This behaviour implies any sexual activity conducted without the expressed consent of all parties involved.
- 1.4 Serious and disorderly behaviour that results in the disturbance of others (including committing any of the acts dealt with in the preceding 3 paragraphs), will lead to the immediate termination of the Accommodation Agreement (“the Agreement”), culminating with the eviction of the lodger from his/her premises. In such cases the lodger will be liable for the full charges set out in the Agreement.

2. Playing of Music or Other Sounds at Unreasonable Levels is Strictly Forbidden

- 2.1 The security manager or duty manager reserves the right to confiscate any music equipment in the event that a lodger does not ad-

- here to this rule. Such equipment will be returned to the lodger at the end of each Semester or on the termination of the Agreement.
- 2.2 Shouting, calling or talking in a raised voice is unacceptable and subsequently not permitted.
 - 2.3 Running in corridors or in any other area of the building is not permitted.
 - 2.4 Do not move furniture around at night in the premises, as the noise echoes through the floors, walls and disturbs other lodgers, including their visitors.

3. Water Consumption

In order to maintain reasonable water usage, the Landlord requests that:

- 3.1 Water should be used sparingly. Please report any leaks to the office as soon as it is detected.
- 3.2 Security personnel are to be immediately informed of any leaks, burst pipes or geysers occurring after office hours (office hours: 08:00 to 16:30).
- 3.3 All taps are to be closed if any water cut offs occur to prevent flooding when the water is reconnected.

(The Landlord shall be entitled to proportionately increase the rental to accommodate any excessive use of water in the premises or The Campus).

4. Electricity

In order to ensure a safe environment, the Landlord requests that the lodger:

- 4.1 ensures that all stove plates and ovens are switched off (when not in use);
- 4.2 switches off heaters when leaving the premises; and
- 4.3 does not use the stove as a heater.

5. Health and Sanitary

- 5.1 The Landlord is very strict on keeping the premises and The Campus clean and neat, and all lodgers are subsequently expected to maintain cleanliness and hygiene in their respective premises and The Campus. It is in the lodger's best interest to keep the building, the premises and The Campus in a clean state and furthermore undertakes not to spoil, mark, litter and/or damage the premises or common areas of the Campus. Any such conduct will constitute a breach of the Agreement and fines will be imposed.
- 5.2 All premises, common areas and The Campus are regularly inspected by office personnel employed by the Landlord. Should the Landlord find that a lodger's premises is in such a state that there may be a potential health or other hazard, the lodger will be formally requested to clean his/her premises and a fine will be imposed.
- 5.3 All dustbin bags are to be placed at the designated refuse area on The Campus. Lodgers shall not allow any rubbish, debris, dirt or refuse to be left or stored in the entrance, courtyard, exit, parking areas, passage, exclusive use areas or on any common property of The Campus;
- 5.4 All rubbish is to be dumped in designated dustbins;
- 5.5 Ensure that before refuse is placed in the bins, it is securely wrapped or in case of tins or other containers, completely drained, and placed in a black refuse bag. All broken glass must first be wrapped in newspaper before being placed in the black bag;
- 5.6 Keep the bathrooms and kitchens in a clean state as lodgers would like to find them;
- 5.7 Toilets must not be used for disposal of any foreign objects, food, sanitary towels or other sanitary pads; only domestic toilet paper may be flushed down the toilet. Lodgers will be charged to have the drains unblocked;
- 5.8 Insects and rodents are a health hazard – all food kept in a lodger's premises must be stored in suitable containers or wrapped tightly;
- 5.9 Stale, unfinished or waste food must immediately be discarded;
- 5.10 Do not throw food, fat or any other similar substance in the drain or sink!! Lodgers will be charged for the drains to be unblocked;
- 5.11 Lodgers will ensure that prior to vacating the premises, for weekends, vacations or otherwise, the premises is cleaned and that any form of food or drink is stored away or discarded in dustbins in the refuse area situated on The Campus;
- 5.12 Dirty dishes are to be cleaned to prevent the invasion of insects, rodents and the like;
- 5.13 Do not throw any objects (e.g. cool drink cans, cigarette buds, papers, used condoms, food, etc.) out of a bedroom window or otherwise. Bins are to be used to discard the aforesaid items; and
- 5.14 The Landlord reserves the right to clean a lodger's premises in his/her absence and hold the lodger accountable for costs incurred, if any transgression of the aforesaid occurs.

6. Destruction / Misuse / Theft of Property

Property damage is inappropriate and demonstrates a lack of respect for other lodgers and the property of others. The following constitute violations of the aforesaid:

- 6.1 Unauthorised possession, use or misuse, removal, defacement and/or tampering of property, leased property or equipment owned by the Landlord or any property belonging to another lodger, guest or any other person is prohibited;

- 6.2 Any lodger who maliciously or accidentally damages the Landlord's property will be responsible for the cost of the damage, including labour to restore or repair the property to its original condition;
- 6.3 Lodgers will be responsible for the actions of and/or damages incurred by their guests/visitors;
- 6.4 Lodgers are prohibited from physically repairing damages to the Landlord's property. If property is damaged, please immediately report the damage to the Landlord's staff;
- 6.5 Common area damage charges not readily assigned to a particular individual may be charged to a group or floor of lodgers. The Landlord's furniture/furnishings may not be removed from the premises and/or common areas;
- 6.6 Furniture may not be stored on balconies. Lodgers are responsible for the condition of their premises and the furnishings provided to them by the Landlord;
- 6.7 Moving of furniture and the like, causing damage to such and a disturbance to other lodgers are prohibited; and
- 6.8 Lodgers must keep balconies clear of obstructions such as screens, bamboo or other coverings that amongst others block the view for safety personnel.

7. Appearance from Outside

- 7.1 Lodgers shall not place or do anything on any part of the The Campus, premises and/or common areas, including balconies, patios, stoeps and gardens which, in the discretion of the Landlord, is aesthetically displeasing or undesirable when viewed from the outside of the premises.
- 7.2 Lodgers shall further ensure that the inside lining of curtains which is visible from the exterior, shall at all times be white in colour.

8. Smoking, Drugs, Alcohol and Gambling

8.1 **Smoking**

- 8.1.1 Smoking, which includes the lighting of any tobacco products, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vapes/hubbly and the like within a lodger's premises or The Campus is strictly prohibited.
- 8.1.2 The Security Manager or Duty Manager reserves the right to confiscate any smoking devices (including Hubbly Bubbliies) in contravention of the aforesaid rule. Such equipment will be returned to the Lodger at the end of each semester or on the termination of the Agreement, alternatively may be disposed of, without any recourse against the Landlord.

8.2 **Drugs**

- 8.2.1 Possession, usage, manufacture and/or the sale of controlled substances (including paraphernalia for intended or implied use) of any sort is illegal and strictly prohibited. Lodgers suspected of violating this policy may be confronted by staff members and/or the authorities. The following consist of further violations under this policy:
 - 8.2.1.1 Possession and use of marijuana or use of products that resemble or smell like marijuana is prohibited;
 - 8.2.1.2 The misuse of prescription medication and/or cleaning products or fumes, and the use of marijuana or dagga, even with a pre-scription, is prohibited;
 - 8.2.1.3 Inability to exercise care for one's own safety and/or the safety of others while under the influence of controlled substances;
 - 8.2.1.4 Suspicion of using illegal drugs, which includes, but is not limited to, marijuana or dagga odour emanating from the premises, drug paraphernalia seen in the premises, storage closet, balcony, etc; and
 - 8.2.1.5 The sale and/or distribution of drugs and/or paraphernalia is prohibited.
- 8.2.2 The Landlord reserves the right to request any lodger to voluntarily undertake a drugs test, at any time, if the staff on duty have reasonable belief that a lodger is under the influence of drugs or any other prohibited substance.
- 8.2.3 The Landlord shall furthermore be entitled to conduct random searches at any lodger's premises without prior notice or consent being obtained from the lodger, if the Landlord suspects that a Lodger is in possession of any controlled substances.
- 8.2.4 Furthermore, and should the Landlord find any controlled substances or in the event a lodger is in breach of the provisions under this heading, the Landlord shall be:
 - 8.2.4.1 authorised to immediately notify the South African Police Services to execute an arrest and prosecute the lodger in terms of the Criminal Procedures Act, 51 of 1977 or any other applicable legislation; and/or
 - 8.2.4.2 entitled to forthwith and immediately cancel the Agreement upon which the lodger shall vacate the Premises within 48 hours from the date of receipt of the notice of cancellation.

8.3 **Alcohol**

- 8.3.1 Lodgers and guests who are under the age of 18 are not permitted to use, possess or be in the presence of alcohol.
- 8.3.2 Lodgers and guests over the age of 18 may possess quantities of alcohol that are intended for personal consumption only. Kegs or other large containers or large quantities of alcohol are prohibited.
- 8.3.3 A lodger over the age of 18 may consume alcohol under the following conditions:
 - 8.3.3.1 while in his/her premises with the door closed;
 - 8.3.3.2 not in the presence of anyone under the age of 18 years (it is the responsibility of lodgers who are 18 years of age or older to ensure that they are not consuming alcohol in the presence of guests who are under the age of 18); and
 - 8.3.3.3 not as part of a large group or party where the main purpose appears to be drinking alcohol.
- 8.3.4 A person over the age of 18 may possess and consume alcohol as a guest in the premises of a lodger who is at least 18 years of age. The lodger must be present, the door of the premises closed and nobody under the age of 18 years may be present.
- 8.3.5 Open containers of alcohol are not permitted outside of any premises. Open alcohol containers in lounges, lobbies, corridors, balconies, etc. are prohibited.
- 8.3.6 Any lodger regardless of age found to be intoxicated and/or unable to exercise care for his/her own safety and/or the safety of others due to intoxication is in violation of these Rules.

8.3.7 The sale or distribution of alcohol is prohibited in premises or anywhere on The Campus.

8.4 **Gambling**

All forms of gambling are prohibited. This would include but is not limited to activities played for money, checks or any other representative value.

9. Fire Hazards and Safety

The following constitutes a list of contraventions/violations that could result in prosecution, fines, costs of the repairs being recovered and further result in the cancellation/termination of the Agreement by the Landlord:

- 9.1 Tampering or damaging fire equipment or intentionally misusing fire alarms, smoke detectors, fire sprinklers, fire extinguishers, emergency exit signs or pulling the fire alarm when the cause is unrelated to notification of a fire. Should a lodger or his/her guests tamper with the fire equipment in any way, the Landlord reserves the right not only to have the lodger arrested but to lay criminal charges against the lodger. The cost of restoring such equipment will be for the lodger's account. A fine will be levied and a lease cancellation will be considered;
- 9.2 Intentionally or negligently causing and/or creating a fire, explosion or release of poisonous gas or any fumes that cause an alarm to sound. a fine will be levied on the student's account and the student will be liable for the cost of the repairs. and based on the circumstances a lease cancellation can be considered;
- 9.3 Failure to evacuate the building immediately following the sounding of an alarm, unless otherwise instructed by staff members or other emergency response personnel;
- 9.4 Possessing or storing any fuel, fireworks and/or combustible decorations and chemicals;
- 9.5 Storing fuel-driven engines including motorcycles and the like in the premises;
- 9.6 Disabling, opening, damaging or propping exists used exclusively as fire exits is prohibited (unless being used properly as an exit during an emergency situation);
- 9.7 Charcoal grills are strictly prohibited, however gas braais are permitted at the designated areas; and
- 9.8 The use of candles, oil lamps, incense prima stoves or anything that produces a naked flame is a potential fire hazard and is strictly forbidden in all lodgers' premises, common areas and The Campus.

10. Security and Safety

- 10.1 The Landlord cannot be held responsible (irrespective of the cause of action and without any restriction whatsoever) for any losses that a lodger or his/her guests incur whilst residing and/or lodging in the premises or The Campus.
- 10.2 In light of the aforesaid:
 - 10.2.1 Keep premises locked at all times and ensure that the windows are fully closed when not being present in the premises;
 - 10.2.2 The keys for the premises must never be given or lent to any other person except to the office personnel for maintenance or by request of the general manager for inspection purposes;
 - 10.2.3 Lodgers should ensure that there are no key tags or similar identification that would make it easy to identify a premises to which the key belongs;
 - 10.2.4 It is vital that lodgers take good care to ensure that they never leave keys in a place where it could be stolen or lost;
 - 10.2.5 The Landlord will not under any circumstances be held responsible for any theft and/or burglary involving a lodger's possessions;
 - 10.2.6 Lost keys will be replaced at the cost of the lodger, together with an administration charge, as a locksmith will be required to change the lock and issue replacement keys;
 - 10.2.7 Lost keys are to be reported to the office personnel immediately; and
 - 10.2.8 Lodger cards or identification documents are to be on person at all times and available when requested by any of the Landlord's employees or security officers.

11. Swimming Pool and Braai Area

- 11.1 The swimming pool and braai area is for the exclusive use of lodgers and their visitors only. Visitors must be accompanied by a lodger at all time. Discretion must be used by lodgers with regard to the number of visitors to avoid monopolising the area.
- 11.2 Lodgers and their visitors must leave the swimming pool and braai area clean and tidy after use.
- 11.3 Children under the age of 12 years of age must be supervised by the lodger in question without any exception.
- 11.4 People using the swimming pool must be properly attired in a proper swimming costume. Swimming in underwear and/or in the nude is strictly prohibited.
- 11.5 No diving into the pool is permitted.
- 11.6 No running within the enclosed swimming pool and braai area is permitted.
- 11.7 No glass objects or bottles are permitted in the swimming pool and braai area.
- 11.8 No alcohol may be consumed in the swimming pool and braai area.
- 11.9 No illegal substances may be smoked and/or used in the swimming pool and braai area, including dagga (the provisions under the heading Smoking, Drugs, Alcohol and Gambling shall also find application herein).
- 11.10 The gate to the swimming pool must be kept closed at all times.
- 11.11 No loud music is permitted in the swimming pool and braai area.
- 11.12 Using the swimming pool and braai area does not give anyone the right to be of a nuisance to other lodgers, visitors and/or surrounding properties.
- 11.13 The cut-off time for using the swimming pool and braai area will be 20:00 on a Friday and Saturday and 19:00 during all other days.
- 11.14 No chairs, tables, equipment, braai utensils, toilet paper, etc. will be supplied.

11.15 The use of the swimming pool and braai area is strictly at own risk.

12. Weapons, Firearms or Ammunition

The possession or use of firearms, ammunition, explosive or combustible materials, pistols, revolvers, pellet guns, air guns and/or injury-threatening weapons deemed by law enforcement to be deadly are strictly prohibited. This also includes but is not limited to dirks, daggers, machetes, slingshots, switchblade knives, weapons commonly known as blackjacks, sand-clubs, billy clubs, and metal knuckles. Metal pipes, bars, razors with an unguarded edge or any knife used for a purpose other than the purpose for which it was intended (i.e. a kitchen knife being used as a weapon or to instil fear in another).

13. Skateboards, Bicycles, Roller Blades, Vehicles and the like

- 13.1 Skateboards, bicycles or any other form of propellant are not allowed to be ridden on walkways as it causes a disturbance and furthermore damages the paving and walls of The Campus.
- 13.2 Any activity, which can be interpreted as endangering or harming oneself, any other lodger and/or guest is prohibited.
- 13.3 The Landlord may cause to be removed or towed away, at the sole risk and expense of the owner of a skateboard, bicycle or any other form of propellant or vehicle parked, standing or abandoned on the common property in front of or near a fire hydrant or fire hose, on the grass and in an incorrect parking space. The Landlord shall furthermore be entitled to clamp a wheel of the vehicle in question at the risk and expense of the owner of the vehicle as set out herein, the transgression of which shall attract a fine and be payable prior to the declamping of the vehicle.

14. Medical Conditions, Disabilities, etc.

- 14.1 Should a lodger suffer from any medical illness or disability, the Landlord is to be notified thereof, who will endeavour to assist the lodger in the event of a medical emergency.
- 14.2 The Landlord (including its directors, shareholders, members, employees, agents, representatives and/or appointees) shall not be liable under any circumstances for illness or death, whether arising from negligence or any other cause whatsoever, including which may be suffered by the lodger (including his/her visitor, invitee or guest of the lodger) resulting from contracting Covid-19 whilst in the Premises and/or The Campus. It remains the lodger's (including his/her visitor, invitee or guest of the lodger) responsibility to fully comply with the regulations issued by the South African Government under the Disaster Management Act, 57 of 2002 relating to amongst others social distancing, wearing of masks, washing of hands and the like. If a lodger contracts Covid-19, he or she shall immediately contact the estate management, the National Institute for Communicable Diseases helpline (0861 322 322) and isolate in a facility as may be directed by the relevant authorities.
- 14.3 The provisions in respect of contracting the Corona Virus (Covid-19) shall conversely find application to any other communicable disease, illness or pandemic.

15. Quiet and Courtesy Hours

- 15.1 Quiet hours mean that lodgers must keep noise at a very minimal level whilst in the premises, surrounding grounds, recreation areas, common areas and the like.
- 15.2 Courtesy hours mean that lodgers are expected to maintain a reasonable or moderate noise level, especially during the latter part of an academic semester.
- 15.3 Quiet hours are **10pm to 8am daily** (no excessive noise will nonetheless be permitted at any time).
- 15.4 Courtesy hours are **in effect at all other times**.
- 15.5 The aforesaid shall however remain subject to the by-laws and other relevant legislation of the local authority which are to be adhered to at all times.

16. Visiting Hours and Sleepovers

- 16.1 A lodger may have a maximum of 1 visitor in The Campus at any time.
 - 16.2 The Landlord is very strict on visiting hours. Visitors are allowed to check in from 06:00 in the morning, and by 22:30 all visitors must leave the premises and The Campus.
 - 16.3 No lodger is allowed to have any person sleeping over at the premises (sleepovers).
 - 16.4 If it is found that a visitor does not abide by the correct access procedures, the visitor will be escorted from the premises/The Campus and access will be denied in future.
 - 16.5 If a visitor does not behave according to the rules, the lodger responsible for the visitor will be reprimanded, fined and the visitor will not be allowed access in future.
 - 16.6 Security has the authority to see that all visitors are off The Campus at the time given.
- ALL VISITORS ARE TO BE SIGNED IN AND OUT BY SECURITY AT THE MAIN GATE!!**
Any failure to do so, will lead to access being disallowed and a fine being issued.

17. Gas Stove Operation and Natural Gas Safety

- 17.1 Importance of ventilation when using appliances (gas burns oxygen for combustion). Adequate ventilation is required - such as an open window while operating an appliance with an open flame.
- 17.2 No stove may be left unattended while in operation.

- 17.3 Take immediate emergency action in the event of a leak or fire - notify management and security.
- 17.4 Gas leaks are to be addressed by the Landlord's designated service provider only where there is a suspected gas leak or a gas leak or gas is present in the atmosphere, the gas supply to the area shall be isolated and closed immediately. Precautions shall be taken to minimize the possible accidental ignition of the gas. Smoking, open flames, welding or other ignition sources shall not be permitted in the vicinity. The use of a soap and water solution applied externally to pipe work and joints is a common practice within the gas industry to find gas leaks, however alternate methods such as gas detecting equipment can be used to locate a gas leak for example a gas detecting sensor placed within a room or confined space.

WARNING: Under no circumstances shall matches, candles or any other ignition source be used to detect leaks in gas lines or joints.

17.5 Approved appliance and user instructions

- 17.5.1 A user manual is available in the premises. Should a user manual not be available, please report this to building management. A new manual will be supplied to the premises.
- 17.5.2 Never leave the stove unattended when the burner is on. This can cause a fire which can result in loss of life.
- 17.5.3 The stove must only be used for the intended purpose of cooking.

17.6 Safety aspects of Gas

- 17.6.1 If you suspect a gas leak do not switch on any electrical appliances, lights, etc.
- 17.6.2 Open all windows, the door and close the main shut of valve. Then notify the responsible party (Landlord and building management).
- 17.6.3 In terms of the General Safety Regulations and pressure Regulations of the Occupational Health and Safety Act 1993 (Act 85 of 1993), the user, lessee or lodger is responsible for the safe use of the gas installation.

17.7 Maintenance of the gas installation

- 17.7.1 All gas installations and appliances should be checked for leaks on a regular basis. It is advisable that your gas installation be serviced once a year and flexible hoses replaced every 5 years.
- 17.7.2 In terms of the General Safety Regulations and pressure Regulations of the Occupational Health and Safety Act 1993 (Act 85 of 1993) the user, lessee or lodger is responsible for the safety of the gas installation.

18. Abandoning or Vacating of Premises

- 18.1 The lodger acknowledges that all moveable assets in the premises are subject to a general lien for any monthly rentals and other amounts owing to the Landlord by the lodger. Apart from the Landlord's right to institute legal action against the lodger to recover arrear rental and ancillary charges as set out in the Agreement read in conjunction with the rules, should the lodger abandon or vacate the premises resulting in the termination of the Agreement, the Landlord may enter the premises using such force as is necessary with a witness and make an inventory of all moveable assets in the premises and take possession of such moveable assets (including the right to remove same) in the Landlord's sole discretion and will be entitled to do any one or more of the following:
- 18.1.1 without further notice or demand, cancel the Agreement (on notice to the lodger to that effect) and without derogating from the rights of the Landlord to claim any arrear monthly rental and/or other amounts, payable to the Landlord and to claim and recover from the lodger such damages as may be suffered in consequence of such breach and/or cancellation;
- 18.1.2 sell the moveable assets by private arrangement or public auction to defray amongst others any unpaid rentals, or costs associated with collection of fees and/or costs associated with the disposal of the moveable assets; and/or
- 18.1.3 dispose of the goods in any other reasonable manner as the Landlord sees fit.
- 18.2 Whenever it is necessary in terms hereof to determine the market value of the moveable assets and at the Landlord's sole discretion, such value shall at the expense of the lodger be determined by an appraiser appointed by the Landlord, whose valuation shall be final and binding on the lodger.
- 18.3 If any money is recovered from the sale or disposal of the moveable assets, the proceeds shall be applied as follows:
- 18.3.1 first, to pay the costs of and associated with the sale or disposal of the moveable assets (including the cost incurred with respect to any valuation, legal costs, collection fees and as may in any other manner have been incurred by the Landlord by exercising its rights and/or enforcing its remedies in terms of the Agreement or at law);
- 18.3.2 second, all rental and other fees owed to the Landlord and any other costs incurred by the Landlord in connection with re-entering the premises, storing and selling or disposing of the moveable assets; and
- 18.3.3 third, any excess will be paid to the lodger without interest.
- 18.4 The Landlord in the circumstances shall be deemed to have been irrevocably authorised to transfer ownership of the moveable assets to any third party purchaser on the sale or disposal of the moveable assets.
- 18.5 The lodger irrevocably indemnifies the Landlord (including its directors, shareholders, members, employees, agents, representatives and/or appointees) against any claim of whatever nature which may be instituted against the Landlord as a result of the entry into the premises and the sale or disposal of the moveable assets, as contemplated herein.

19. Protection of Personal Information Act, 4 of 2013 ("POPIA")

The lodger hereby consents and authorises the Landlord from time to time to:

- 19.1 disclose the content contained in the application form for the premises, the accommodation agreement and any other personal information provided to the landlord for the purposes of any pre-qualification, the conclusion of the accommodation agreement or otherwise to any other responsible party or person;
- 19.2 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the lodger;

- 19.3 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the lodger to any registered credit bureau or any credit provider (or potential credit provider) seeking amongst others a trade reference regarding the lodger's contractual relationship with the landlord; and
- 19.4 process all personal information and/or special personal information as contemplated in the above, in due compliance with the provisions contained in POPIA.

20. General

- 20.1 No group meetings or demonstrations will be permitted.
- 20.2 All lodgers (including any visitor and/or guest) are prohibited from engaging (e.g. lobbying, community organising or campaign advertising aimed at achieving clearly defined political goals, which typically benefit the interests of the lodgers) any political party for the duration of their occupation of the premises. Any association with a political party or inciting a political party to amongst others engage the Landlord whilst in occupation of a premises in The Campus will deem to constitute a breach of the Agreement and upon which the Landlord may terminate the said agreement resulting in the eviction of the lodger from the premises.
- 20.3 Pamphlets of any nature may not be placed or handed out in The Campus.
- 20.4 Clothes or other items may not be hung from the windows of the premises or elsewhere at The Campus.
- 20.5 No posters or other items may be permanently affixed to the walls, windows or furniture in a lodger's premises or any other part of The Campus.
- 20.6 No clothes, carpets, blankets may be hanged on balconies.
- 20.7 Washing hung out to dry is at the sole risk of the lodger doing so.
- 20.8 Lodgers will not be allowed to wear pyjamas in or on common property of The Campus.
- 20.9 If found stealing, breaking the law, manufacturing, selling and/or taking of any drugs, same will lead to the immediate termination of the Agreement and the eviction of the lodger in question.
- 20.10 If a lodger loses his/her keys it will be his/her responsibility to have the keys replaced.
- 20.11 Notwithstanding any other contrary term contained in the Agreement or otherwise, faulty light bulbs shall immediately be reported to the maintenance team of the Landlord who will replace the light bulbs at the lodger's cost. All lodgers are prohibited from replacing light bulbs, the contravention of which will result in a fine being levied on the premises' account.
- 20.12 No pets are permitted in or on the premises, common property and/or The Campus.
- 20.13 The Landlord may cause and at the cost of the lodger, to be removed or towed away, at the risk of the lodger/owner of the vehicle, any vehicle parked, standing or abandoned on the common property, without any recourse whatsoever to the Landlord or its representatives. The provisions hereof shall similarly find application to bicycles and/or any other property which belongs to the lodger, a guest and/or visitor.
- 20.14 The terms and conditions contained in the rules shall remain subject to the by-laws and other relevant legislation of the local authority, which take preference and are to be adhered to at all times.
- 20.15 Each provision of this Student/Lodger Housing Rules and Regulations is a separate and independent provision and is severable from the remaining provisions hereof. Should any provision hereof be in conflict with any applicable law, or be held to be unenforceable or invalid for any reason whatsoever, such provision should be treated as if though it has not been written and shall be severable from the remaining provisions hereof, which remaining provisions shall continue to be of full force and effect.
- 20.16 Complaints regarding any transgression of the rules may be transmitted by e-mail [mlu@houss.co.za] to the Landlord which will be treated confidentially and not disclosed to third parties or other lodgers and occupiers in The Campus.
- 20.17 If the Lodger elects to cancel the Agreement and the Lodger gives the Landlord less than 1 (one) calendar month's written notice that it cancels the Agreement during or after the accommodation period, the Lodger will pay, when he/she so cancels the Agreement, to the Landlord a once off short notice fee of R5 000,00 (including) VAT. The payment of the once off short notice fee shall not affect any other rights which the Landlord may have against the Lodger as a result of the said cancellation and with specific reference to its claim for amongst others the loss of rental in respect of the remainder of the accommodation period.
- 20.18 The Landlord reserves the right to amend the rules and which amendment(s) shall be communicated to all lodgers, from which date the amendment(s) shall become enforceable against all lodgers, visitors, guests and the like.
- 20.19 Finally, lodgers may not:
- 20.19.1 fraternise;
 - 20.19.2 associate and/or form a coalition (e.g. lobbying, community organizing or advertising);
 - 20.19.3 spread false information in respect of amongst others the Landlord (including its management company);
 - 20.19.4 target, intimidate, harass, provoke and/or verbally (including physically) abuse staff members of the landlord or management company; and/or
 - 20.19.5 engage in any other unacceptable conduct, for the purpose of amongst others discrediting the Landlord, causing controversy, disagreement, discord and/or conflict within The Campus.
- 20.20 Failure to observe the rules will constitute a material breach of the Agreement and may lead to:
- 20.20.1 fines being imposed by the Landlord as set out in Annexure A, the quantum of which may at the Landlord's sole discretion be increased or decreased depending on the circumstances, frequency and severity of the breach/transgression and may include the waiving of any fines (which shall not constitute a renunciation, exemplar or paradigm); and/or
 - 20.20.2 termination of the Agreement, which will culminate with the immediate eviction of the lodger.

I, _____ (Lodger)

ID Number: _____ Unit Number: _____

confirm that I have read and understood all the above. I further accept all the consequences in the event of the non-compliance/breach of the Student/Lodger Housing Rules and Regulations.

Signature of Lodger:

Signature of Parent / Legal Guardian:

Name of Parent / Legal Guardian:

Date:

Annexure A - Breakdown of Fines

| Description | 1st Offense | 2nd Offense | 3rd Offense |
|--|--------------------------------|---------------------|--------------------|
| 1. Excessive noise at any time | Warning | R1,000 | R2,000 |
| 2. Revving car in the building | R1,000 | R2,000 | R4,000 |
| 3. A person gaining access to the building illegally (but not limited to and including other offenses) | | | |
| Walking through the vehicle lane | R1,000 | R2,000 | R4,000 |
| Opening for a visitor with tenant's biometrics | R1,000 | R2,000 | R4,000 |
| Forcefully gaining access to the estate | R2,000 | R2,000 | R4,000 |
| 4. Fighting | Lease cancellation | | |
| 5. Use of, carrying or dealing of any drugs | Lease cancellation | | |
| 6. Bullying or harassment | Lease cancellation | | |
| 7. Untidy room | R1,000 | R2,000 | R4,000 |
| 8. Damages to any part of the building | R2,000 plus damages | R4,000 plus damages | |
| 9. Illegal parking other than in a designated parking space | R1,000 | R2,000 | R4,000 |
| 10. Parking on a disabled parking | R2,000 | R4,000 | |
| 11. Use of the fire hose reel and/or fire extinguisher for any use other than for the use of fighting fires | R2,000 | R4,000 | Lease cancellation |
| 12. Transgression of any of the conduct rules | R2,000 | R4,000 | Lease cancellation |
| 13. Unauthorised alterations or additions | R2000 plus costs to reinstate | Lease cancellation | |
| 14. Washing/laundry on walls, grass, anywhere on the common property or hanging over balconies | Warning | R1,000 | R2,000 |
| 15. Littering and dumping of rubbish | R2,000 | R4,000 | Lease cancellation |
| 16. Ignorance to signs and warnings – any transgression of warnings on signage – no warning letter required – fine will be imposed immediately | R2,000 | R4,000 | Lease cancellation |
| 17. DSTV / Top TV / DTTV / SABC and Internet Services (whichever is applicable) - tampering with the box to reconnect a unit | R5,000 | Lease cancellation | |
| 18. Use of firearms (including any other weapon) for recreational purposes or threats against other individuals within the building | R10,000 and lease cancellation | | |

