



HOUSE RULES – THE ROOST

1. DEFINITIONS

In these management and conduct Rules, the following words will have the meaning ascribed to them below:

- 1.1 **Communal Area:** any area or facility in The Roost intended for use by all Residents
- 1.2 **Company:** 16 on Vic (Pty) Ltd
- 1.3 **Occupation Agreement:** the agreement between the Company and a lessee which confers on the Resident the right to use and occupy a Room in The Roost
- 1.4 **Parent:** a parent or parents of any Resident, including a guardian
- 1.5 **Resident:** any person who is entitled to occupy a Room in terms of an Occupation Agreement
- 1.6 **Roost:** the student accommodation development known as The Roost, situated at the Corner of Hare Road and Gordon Road, Mowbray
- 1.7 **Rules:** these management and conduct rules as amended from time to time
- 1.8 **Room:** any room in The Roost intended for residential purposes as provided for in an Occupation Agreement.

2. GENERAL

- 2.1 These Rules are intended to provide for an orderly, safe and pleasant environment in The Roost which is conducive to academic excellence. The Resident acknowledges the Rules to be reasonable and necessary for the proper management of The Roost and agrees to be bound thereby.
- 2.2 The Rules are binding on all Residents who are also responsible for ensuring compliance with these Rules by their guests, invitees or any other person gaining access to The Roost through them. A breach of the Rules by any guest, invitee or such other person shall be deemed to be a breach by the Resident.
- 2.3 The Company reserves the right to amend, remove or supplement any provision of these Rules from time to time in its absolute discretion.
- 2.4 A breach of the Rules by a Resident shall constitute a breach of the Occupation Agreement.
- 2.5 In the event of any conflict between the provisions of these Rules and the provisions

of the Occupation Agreement applicable to any Resident, the provisions of the Occupation Agreement shall prevail.

3. USE OF ROOM

- 3.1 The Room may be used for residential purposes only and may not be occupied by more than one person other than as provided for herein. No visitor is permitted to sleep over in the Room.
- 3.2 The Resident may not use the Room for any unlawful or improper purpose or in any way which unreasonably interferes with or disturbs any other Resident, or in any way which creates a nuisance.
- 3.3 Residents must respect the privacy and property of all Residents at all times.
- 3.4 No Room may be used for the sale or distribution of any item or for the conduct of any business.
- 3.5 No fixture or fitting in the Room may be removed from the Room. In the event of any loss of or damage to any fixture or fitting, the Resident shall be liable for the cost of repairing or replacing such missing or damaged item.
- 3.6 Residents shall maintain and keep their rooms in a clean, orderly and hygienic condition at all times. The Resident shall regularly dispose of all refuse which accumulates in the Room by placing such refuse in approved bags in the bins provided for this purpose. The Resident shall be entitled to use the services of the Company's cleaning staff for which an additional charge will be levied.
- 3.7 Residents are required to use acceptable linen and are not permitted to use the mattress protectors provided as a bottom sheet.
- 3.8 Should any part of the Room become defective, the Resident shall immediately advise the Company of such problem.
- 3.9 The Resident may not sub-let or otherwise part with possession of the Room or permit any other person to occupy the Room.
- 3.10 The Company will carry out a mandatory cleaning of rooms on a monthly basis at no cost. Booking to be made through reception. If no cleaning session has been booked by the end of any month, the Company may clean such room at a time convenient to the Company.

4. PREPARATION OF FOOD

- 4.1 Food and refreshments may only be prepared in the kitchen and in the Room using the kitchen equipment provided in the Room.
- 4.2 All such food and refreshments shall be stored and prepared hygienically.
- 4.3 Any microwave oven, induction plate, fridge or other appliance shall be used strictly in accordance with the manufacturer's instructions, shall be switched off when not in use and shall be kept in a clean and hygienic condition at all times. In particular, the Resident shall only use the pots and pans prescribed by the manufacturer of the stove when using the induction stove.

5. UTILISATION OF APPLIANCES AND ELECTRICAL EQUIPMENT

- 5.1 No air conditioner or electrical heater (other than the one provided by the Company) may be used in the Room.
- 5.2 No other electrical appliance or equipment for the control of the temperature therein may be installed or used in the Room.

- 5.3 The Resident shall not tamper with, overload or damage any switchboard, trip switch, wall socket, light fitting or permanent electrical cabling either in or serving the Room.
- 5.4 Only SABS approved electrical plugs and appliances, or multi-plug extensions may be used in the Unit.
- 5.5 Excessive or unusually high electricity use will be subject to a fine of R500.00 for each transgression.
- 5.6 Heating will ordinarily be provided from 1 May to 30 September during the hours of 4pm and 8am daily.

6. USE OF COMMUNAL AREAS

- 6.1 The Resident shall be entitled to use any Communal Area in The Roost, subject always to any restrictions specified by the Company from time to time. When using the Communal Areas, the Resident shall have due regard to the dignity, safety and convenience of other users.
- 6.2 The Resident shall not remove or damage any furniture, appliance, or other equipment installed in any Communal Area.
- 6.3 The Resident shall ensure that his guests and invitees comply with all directives relating to the use of Communal Areas.
- 6.4 Alcohol may only be consumed in those Communal Areas designated by the Company.
- 6.5 Only approved promotional/marketing materials may be displayed on the notice boards in the Communal Areas. Approved promotional/marketing materials may not be removed by any Resident.
- 6.6 Vehicles may only be parked, and bicycles stored in those areas designated for this purpose, in each case at the sole risk of the Resident. Vehicles which are incorrectly parked will be clamped and only released on payment of a fine. The Company shall not be liable for any loss of or damage to any vehicle or bicycle.

7. LAUNDRY

- 7.1 A laundry has been provided in The Roost which contains washing machines and driers. These facilities are for the use of all Residents and may only be used by Residents. The machines are used at the Resident's cost and risk using a credit card system of payment.
- 7.2 Residents must observe the instructions in the laundry relating to the use of the machines.
- 7.3 The Company does not accept any liability for loss of or damage to any washing whilst using the machines or the laundry.
- 7.4 No laundry may be hung from the window of the Room or in any part of the Communal Areas (unless specifically intended as a drying area) or in any other place which is visible from the outside.
- 7.5 At present, the cost of using the laundry is R25 per load for each of washing and tumble drying. This amount may be changed from time to time should costs change.

8. DAMAGE TO PROPERTY AND VANDALISM

- 8.1 Any form of vandalism or damage to property at The Roost is strictly forbidden. Offenders will be held liable for the cost of any re-instatement or replacement and

shall also be liable for prosecution.

8.2 The Company shall be entitled to deny the Resident use of or access to any part of the communal Areas in the event of a breach of para 8.1 above.

8.3 The Resident shall be held accountable for the consequences of any act of vandalism carried out by any guest or invitee.

9. PETS

No pets are Allowed in The Roost

10. ACCESS CONTROL

10.1 Access to The Roost by Residents, their guests and invitees, whether by foot, vehicle or bicycle, shall be subject to such access controls and procedures as the Company may specify from time to time. Residents shall be obliged to comply with such controls and procedures at all times.

10.2 Such controls may include biometric access control. The Resident shall be obliged to provide his biometrics on demand to the Company.

10.3 The Company reserves the right to deny access to The Roost to any guest or invitee of any Resident.

10.4 No access shall be granted to any service provider unless such service provider has previously been accredited by the Company.

10.5 The Resident shall not allow access to any unknown person at any time.

11. QUIET TIMES

11.1 The following quiet times will apply in The Roost during which no noise will be tolerated –

Mondays to Saturdays 00:00 – 17:00 and 21:00 – 00:00

Sundays All Day

11.2 During all other times a tranquil atmosphere must be maintained. Noise levels must be reasonable and must respect other residents.

12. PROHIBITIONS

The Resident shall not –

12.1 Interfere or tamper with any fire-fighting equipment or fire alarm in The Roost.

12.2 Interfere or tamper with any access control.

12.3 Remove, exchange, damage or otherwise interfere with any installation, fitting or furniture in the Room nor alter or damage the decorative finish in the Room nor drive any nail into the walls of the Room.

12.4 Change any lock in the Room or install any additional lock to any Room.

12.5 Provide any third party with any key to any Room or any remote to the Parking Garage.

12.6 Abuse or insult any staff or security personnel employed at The Roost nor interfere with or prevent the lawful execution of their duties.

12.7 Bring any noxious, hazardous or unlawful substance into The Roost.

12.8 Bring into or store in the Roost or Room any weapon or firearm or imitation weapon or firearm of any description.

12.9 Install any wireless or television pole, receiver, aerial, satellite dish or

apparatus in or on The Roost.

12.10 Bring into or use in the Room any liquid or gaseous fuel, any gas or paraffin heater or cooker, or other naked flame device.

12.11 Smoke in any part of The Roost including the Room, save those areas specifically designated for smoking. For the purposes hereof, smoking includes the use of electronic cigarettes and all forms of vaping.

13. ZERO TOLERANCE RULES

The Resident shall not –

13.1 use, threaten, or commit any act of violence against any other resident, visitor or employee of the Company

13.2 commit any form of harassment on the grounds of race, gender, religion or disability

13.3 use, manufacture, sell or distribute or have in his/her possession any illegal drug or other prohibited substance

13.4 commit any act of theft or malicious damage to the property of any resident or of the Roost.

14. COVID PROTOCOLS

14.1 The Resident acknowledges that he/she is aware that protocols for the prevention of the spread of the Covid virus are in force in The Roost and that such protocols are necessary to safeguard and protect all persons who enter The Roost.

14.2 The Resident agrees to be bound by and to observe all such Covid protocols as may be in force from time to time and undertakes to ensure that any guest brought into the Roost shall likewise observe such protocols.

14.3 The Resident shall, if he or she has reason to believe that he/she has contracted the Covid virus, to report the fact thereof to the Company as soon as possible.

15. LOADSHEDDING

The Resident acknowledges that certain services are likely to be disrupted during loadshedding.

Name of Resident _____

Signature of Resident _____

Date _____