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DE JORDAAN – CONDUCT RULES

1. APPLICATION

These rules of conduct, as amended by the Landlord from time to time, are applicable to and binding on all residents and their visitors. Please note that this is an upmarket property and we do expect the tenants to treat it accordingly.

2. UNLAWFUL CONDUCT, ALCOHOL and SMOKING

NO DRUGS are allowed on the premises. Management reserve the right to send in a drug squad should they suspect any illegality. If a resident is to be found to be directly or indirectly (i.e. by way of a visitor) involved or related to by way of possession or use to any unlawful drug or substance on the premises, the agreement of lease will be terminated immediately.

No smoking is allowed in the residence or rooms. The residence is equipped with smoke detectors and a fire reaction system. Any action (i.e. smoking) or attempt to activate or tamper with the system shall be dealt with extreme measures. No cigarette butts shall be littered on the premises. Offences relating to this will be regarded as serious offences. A fine of R200-00 will be imposed for littering of cigarette butts.

Alcohol is allowed on the premises but must be consumed in moderation. Any abuse of alcohol or drunken behaviour on the premises will be regarded as serious offences.

3. NOISE, DISTURBANCE AND NUISANCE, SWIMMING POOL

- 3.1 Residents must maintain silence in their rooms specifically between 22h00 and 08h00 as well as in and around the communal areas of the property.
- 3.2 Over and above the times mentioned above, residents may not cause a disturbance or make unnecessary noise in his room or communal property at any other time.
- 3.3 Radio's or any similar noise or loud music, including playing of instruments, as well as televisions, may not cause unnecessary noise or disturbance to any other resident or to anybody in the surrounding neighbourhood.
- 3.4 Residents must exercise and manage proper control over their visitors to ensure that they are not a nuisance or cause any unreasonable invasions of another resident's privacy.

- 3.5 **No parties or social events**, where non-residents are invited or allowed on the premises, swimming pool or braai area will be allowed at any time without the approval of management. As a general rule the playing of music at such events will cease at 11pm.
- 3.6 No jumping or diving into the swimming pool is allowed. It is prohibited to put or use any objects not suited to the pool, i.e. chairs or surfboards in the pool.
- 3.7 No hooting is allowed at the gate by the residents, their visitors, friends or associates, or parking tenants.
- 3.8 Any offence relating to the above will be punished by a fine of R400-00, without prejudice of management's rights to summarily take steps to terminate the agreement of lease.

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4. PARKING

- 4.1 Parking is exclusive for the use of the tenants paying for this privilege as stated in the rental agreement.
- 4.2 No visitors are allowed to park inside the premises.
- 4.3 Vehicles are parked on the risk of the resident. The Landlord will not be held responsible for any damage or whatever nature to the vehicles.
- 4.4 Personal property left in the vehicles parked on the property is at the risk of the owner.
- 4.5 Any parking of vehicles in parking areas that are not theirs, or the common property, will be punishable by a fine of R200. The specific resident will be held accountable for his visitor's fine.

5. BICYCLES

- 5.1 Bicycles are kept on the premises at the owner's own risk. Bicycles are not to be kept in the rooms or residence, without specific permission.

6. DAMAGE TO COMMON PROPERTY

- 5.1 The resident is responsible for any loss or damage to the property of the owner whether caused by the resident or a visitor. It is specifically mentioned that no furniture of any kind belonging to the house may be moved or carried outside. Patio furniture will be provided and this may only be used on the patio or stoep. No furniture, including the chairs in the rooms and reed chairs on the patio may be used at the braai area
- 5.2 The resident will therefore be responsible for the replacement or repair cost of the property accompanied by an alternative administration fee of R 1000.

6. ANIMALS

No pets may be kept on the premises and no stray animals may be fed on the premises.

7. **FIRE EXTINGUISHERS, WATER HOSES, TV, SECURITY CAMERAS and WIFI**

Fire extinguishers, fire hoses, security cameras, television sets and WIFI installation may not be removed, tampered or played with. Violation of this provision will be regarded as a serious offence.

8. **WASHING MACHINE AND TUMBLE DRYER**

Coin operated appliances will be available at the premises. Any attempt to violate the operation of these appliances will be regarded as series offences.

9. **RESIDENT RESTRICTIONS**

Only ONE resident permitted per room. Sleepover of friends must be cleared with management.

Cost: Sleepover fee's payable at management and will be charged as follow:

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Night 1 – R70, Night 2 – R140, Night 3 – R210 etc. the tenant will be penalised with double the tariff if quest is not booked with management.

10. **REFUSE REMOVAL**

All residents are responsible for the removal of all refuse to the refuse room. Do not leave refuse in the social areas or passages. PLEASE attempt to distinguish between refuse capable of being recycled, or otherwise.

11. **CLEANING OF THE PROPERTY**

The landlord provides cleaning 6 day a week to the communal areas i.e. kitchens, living areas and outside areas. The rooms will be cleaned once a week. A roster will be provided. Each tenant is responsible to clean after him when preparing his food. (dishes included). Security cameras will be used to police this, and fines will be levied at R100-00 for a first offence.

12. **SECURITY**

It is recorded that student residences in the area are targeted by petty thieves, especially because of the commonness of personal electronic equipment. The Landlord and Management have gone to great lengths to take preventative and security measure and the cooperation of all residents will ensure the safety of all concerned. It therefor is the responsibility of each tenant to ensure that the gates and doors (particularly the patio doors) are locked at all times. Do not allow strangers onto the premises or into the residence. Please make sure that all valuable personal goods are locked away at times when the tenant is not there and windows closed – especially on the ground floor. Do not leave bags or valuables visible in cars. Each room is equipped with a panic button which is connected to an armed response. Occupants are free to carry the panic button with them, though **loss of a panic button will result in a replacement and installation fee of R1200-00**. Residents are encouraged to use it when they feel threatened or insecure. Residents are also obliged to use it when suspected people or actions are noticed in or around the premises. Please interact with security once they arrive – preferably from inside the residence. The residence and premises is covered by security cameras. THIS WILL BY IMPLICATION IMPACT ON A RESIDENTS PRIVACY, so act accordingly.

13. REPORTING BY RESIDENCE

It is demanded by residents to report violations of the conduct rules as well as maintenance breakdowns, stoppages and failures to management forthwith.

14. ELECTRICITY AND IRONING

Each room is provided with a prepaid electricity meter, which will have sufficient minimum units available upon taking of occupation. It is the residents' obligation to maintain a minimum amount of units on his meter throughout his/her stay.

Ironing will only be allowed in the laundry room. No irons are provided.

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15. VIOLATION OF RULES, WARNINGS, HEARINGS AND FINES

The breach of any conduct rules will result in:

- a) The immediate cancellation of the contract by management and or Landlord in their sole discretion, and expulsion of the resident from the residence. Any disputes arising from this action shall be dealt with by a court of law and in terms of the stipulation of the agreement of lease, or
- b) a hearing by management in a manner they may deem fit, followed by a written warning being issued to the resident as well as the parents/guardians of the responsible person as stipulated in the lease, if found to be justified.
- c) It remains the discretion of management to levy penalties upon such terms and conditions as they may deem fit in accordance with the above guidelines.

COVID:

Occupation of the premises at De Jordaan is at the occupant's own risk, which includes physical and emotional calamities. The occupant's health and safety from the disease is his/her own responsibility. The owner/agent cannot prevent, regulate, or administer the COVID pandemic, lockdowns or any other such occurrence. The owner / agent can however suggest certain conduct to minimise the effects of above, subject to the rights of the occupant. In this regard the following is suggested and expected from an occupant:

- Sanitise hands when entering De Jordaan premises
- Wear masks, i.e when occupying open areas in the house.
- Keep social distance, i.e do not group together in open areas.
- Do not invite non-occupants to the premises for casual visits, and if necessary, sit outside.
- Use of pool strictly for TENANTS only.
- Clean crockery and cutlery immediately after usage in dishwasher.
- Quarantine (on your own) in room after having contact with COVID positive person. Inform agency and other DJ tenants.

- Immediately isolate in room when experiencing any COVID related symptoms. Visit testing centre and inform agency and other tenants immediately if positive.
- Should there be lockdown – no outside quest will be allowed on the premises.
- Should there be government curfews – it is expected form tenants to respect that as well.

GENERAL INDEMNITY.

I, the undersigned tenant, hereby indemnify the landlord and its agents and officials against any damages I may suffer due to inter alia theft, personal injury, and emotional trauma, because of my occupancy of the residence and premises at De Jordaan, 1 Soeteweide Street, Stellenbosch. I realise that my occupancy is at my own risk, and I will be exposed to certain risks, with particular reference to the swimming pool, the staircase, the balcony, slippery surfaces, power surges, loss of power supply, breakages, cooking activities, breaches in security, and communal living.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

TENANT:

WITNESS

SIGNED AT _____ ON THIS _____ DAY OF _____ 2022

LANDLORD /AGENT

WITNESS