

# RISE HOUSE RULES 2023

## STUDENT LIVING



Students need to inform Rise Management if at any point during the academic year they are unfunded by NSFAS / Bursary and have deregistered or have been excluded from the university as we do not receive communication from the university in this regard and it is the student's responsibility to communicate this to management.



### SAFETY & BINDING

Residents and their visitors are bound by these Rules. The House Rules ("Rules") are for the safety and comfort of all residents and to ensure that everyone enjoys living in the residence and no one is disturbed as a result of other residents' actions / inactions.



### NON-COMPLIANCE

Non-compliance with the Rules by residents, guests or visitors may, depending on the nature of the transgression and previous transgressions, result in a warning, fine, notice of termination or a combination of the aforesaid. A fine may also be imposed upon a resident for the actions/ inactions of his/her guests or visitors. Where the actions giving rise to a fine are those of an unidentified individual from an identifiable group, the fine shall be divided equally between every member of that group. Management reserves the right to adjust fines and penalties at their discretion.

Please contact us should you have any questions regarding the House Rules: Tel: 011 775 1144 | Email: support-mls@risestudentliving.com

#### 01. INTRODUCTION

- Residents and their visitors are bound by these Rules.
- Non-compliance with the Rules by residents, guests or visitors may, depending on the nature of the transgression and previous transgressions, result in a warning, fine, notice of termination or a combination of the aforesaid. A fine may also be imposed upon a resident for the actions/ inactions of his/her guests or visitors. Where the actions giving rise to a fine are those of an unidentified individual from an identifiable group, the fine shall be divided equally between every member of that group.
- Management reserves the right to adjust fines and penalties at their discretion.

#### 02. CLEANLINESS OF UNIT

- You are responsible to keep your room, bathroom, toilets and common areas clean and tidy at all times and to ensure that all fixtures, fittings and appliances are kept in the condition it was received.
- Where fixtures, fittings or appliances are broken or do not work, you are responsible to ensure that same is reported to the Landlord timeously.
- The Landlord will not be cleaning your room, kitchens and bathrooms, the responsibility thereof remains yours and your room mates.
- Bed linen should be changed and washed weekly.
- Bins in your room must be emptied regularly. All waste to be disposed of in the refuse room.
- Ensure that no empty cans, bottles, plates, dirty dishes or take away containers are kept in your room as this may attract rodents.
- All food kept in your bedroom must be stored in suitable containers to prevent insects and rodents from accessing it.
- You are responsible to clean up and wipe the kitchen counters after use. Respect your roommates.
- The supplied furniture may not be removed from your unit or the common areas.
- The Landlord does not provide toasters, kettles, cleaning materials, toiletpaper, brooms, mops, iron, iron board, cutlery, utensils or bedding. Each resident must provide their own. Roommates are encouraged to pool the cost of cleaning materials and toilet paper.
- Only use toilet paper in the toilets. Feminine hygiene products may not be flushed down the toilet. Use the feminine hygiene bins provided. These will be cleaned on a regular basis and dates and times will be communicated monthly.
- Your unit, including the bedrooms, may be spot checked for cleanliness at any time.
- When leaving the residence for a weekend or a holiday, you must ensure that your unit and/or bedroom is clean and that all food and drink items are properly stored away or thrown away.
- The Landlord reserves the right to clean your bedroom and/or unit in your absence. Should the Landlord need to arrange for your unit or bedroom to be cleaned, you will be charged a fee for this, as determined by the Landlord.
- No animals are allowed inside your unit (excluding guide dog where needed).
- You are not allowed to drive any nails, screws or other article into any part of the Building or to affix any placard or other object to any part of the Building. Please use the pin board provided above your desk.
- You are not allowed to affix a TV or any other aerial or satellite receiver to the inside or outside of your unit or the Building.

#### 03. COMMUNAL AREA

##### RECREATIONAL ROOMS / COMPUTER LABS

- The recreational rooms are for the enjoyment of all residents and/or their visitors. Please use the facilities with due regard to other residents.
- Do not damage, stand on or remove any of the recreational furniture or amenities.
- Leave the communal area and the facilities in a clean and respectable condition.
- Should the computer equipment or any recreational equipment not be in working condition you are required to report same immediately.
- Do not damage or insert or attempt to insert foreign object into the computer equipment.
- In addition to any fine that the Landlord may impose, you will be liable for the cost of replacement or repair of any computer equipment or recreational equipment found to be damaged by you.
- The computers inside the computer labs are to be used solely for study or academic research purposes. The Landlord reserves the right, in its sole discretion to remove any person from the computer lab who uses the computer equipment in any manner other than for the intended purposes.
- Please be quiet when using the computer lab - this is a study area.
- No food or drinks are allowed in the computer lab.

##### BRAAI AREA

- The braai area is monitored by 24-hour CCTV cameras.
- Only wood and/or charcoal may be used in the braai areas provided. No foreign objects, plastic etcetera may be used. No fire may be made at any area, other than on the designated braai areas.
- Please ensure that you leave the braai area in a clean condition after using it. Throw away all empty bottles, cans, plastic, paper etc.

##### GYM FACILITIES

- The use of the gym equipment and facilities, including the running track is entirely at your own risk.
- The Landlord assumes no liability of whatsoever nature.
- Please consider other residents and use a sweat towel to wipe any equipment after use.
- You will be responsible for the cost of replacement / repair of any equipment damaged by you.

##### LAUNDRY AND LAUNDRY ROOM

- The use of the laundry room and facilities is at your own risk.
- Please do not leave your laundry unattended.
- Washing lines are provided. Please make sure that you use pegs to secure your laundry.
- Do not hang bedding, blankets or other heavy articles over the washing lines provided. Please use the dryers for this purpose.
- Your are to provide your own washing powder. Please only use the brands recommended by the Landlord (as displayed inside the laundry room).

##### PARKING AREAS, LIFTS

- The parking areas are for the use of residents only. Should a visitor wish to park a motor vehicle / motorcycle in the designated parking areas, prior written consent of the Landlord is required. The visitor may be charged a fee to park his/her motor vehicle or motorcycle.
- Parking bays are not reserved and will be available on a first come basis.
- No parking is allowed at any other area. Vehicles parked on the common area may be clamped or be towed away and you will be liable for a penalty and/or the cost of towing away the vehicle.
- Parking disks must be attached to the windscreen and must be clearly visible. You will not be allowed access to the parking area without a valid parking disk.
- Motor vehicles, motorcycles and bicycles are parked at own risk. The Landlord does not accept any liability of whatsoever nature for any damaged or stolen vehicles, motorcycles or bicycles.
- Do not gather at the parking areas - please use the recreational facilities for such purpose.

##### LIFTS

- Please do not keep lifts open for any reason as this causes damage to the lifts. This is an offence and if found guilty, there will be a fine issued.

#### 04. FIRE AND GENERAL SAFETY RULES

- The use of candles, heaters, prima stove, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden to be used in your unit or any other part of the building.
- You will vacate your unit in an orderly manner and assemble at the designated areas should you be required to evacuate the building. Do not re-enter the building until you are informed that it is safe to do so.
- Keep all fire doors closed. Fire doors may not be propped open.
- Fire exits may not be blocked.
- Only domestic electrical appliances, i.e. hairdryers, shavers, irons and straighteners may be used and residents are to ensure that such appliances are switched off, disconnected and left in a safe condition after use. Electrical appliances must be in a safe condition (for example only - no open wires may be present).
- Wall panel heaters are installed in every room therefore no open flame heaters / bar heaters are allowed in the rooms, should you wish to bring an additional heater please arrange with the residence manager prior for approval.
- The Landlord reserves the right to remove unsafe items.
- Do not interfere with any fire safety equipment.
- Listen to the instructions given by Fire Marshall
- Firearms and weapons are strictly forbidden. No group meetings or demonstrations will be permitted without the Landlord's prior written approval. Pamphlets may not be placed or handed out in the Building without the Landlord's prior written consent.

#### 05. DISTURBANCES AND INAPPROPRIATE BEHAVIOUR

- Playing music or other sounds at unreasonable volumes is forbidden. The Landlord reserves the right to confiscate any equipment until the end of the semester, should you ignore the Noise Rules.
- No running in the corridors and jumping / standing on benches in the common areas.
- Please abide by specific quiet times as communicated from time to time. Please respect your fellow students in this regard.
- Serious and disorderly behaviour that disturbs other students is classified as a Category C or Category D offence.
- No acts of vandalism will be tolerated. Should you / your visitors intentionally or maliciously damage any part of the Building, the Landlord's equipment, furniture or the equipment, vehicles or items owned by other residents, the Landlord may, in addition to recovering from you the full replacement value of such equipment or furniture immediately cancel your Lease.
- Residents are required to respect other residents. No groping, inappropriate touching or sexual activities are allowed in the communal areas.
- No student is allowed to run any business in the building, i.e. selling sweets, drinks, cigarettes, food or anything. Lease agreement signed strictly for accommodation purposes, not business.

#### 06. SMOKING, DRUGS, ALCOHOL AND OTHER NARCOTICS

- Smoking is only allowed at designated smoking areas. Use the smoking bins to discard of stubs. No smoking in the unit, bedrooms or public areas are allowed. No smoking of anything other than a normal cigarette containing nicotine will be allowed!
- NO VAPES, LIQUIDS, ROLLED CIGARETTES/AND OR ANY OTHER FORM OF SMOKING INCLUDING HUBBLY BUBBLY AND/OR CANNABIS WILL BE ALLOWED IN THE UNITS AND BEDROOMS OR PUBLIC AREAS.
- Smoking of hubbly bubbly is only permitted on the designated smoking area.
- Using, manufacturing, distributing, selling and/or possessing illegal drugs or narcotics is strictly forbidden in the Building.
- Should illegal drugs or narcotics be found in your room or in your possession, the Landlord reserves the right to immediately terminate your Lease Agreement, report the incident to the police and your educational institution and take whatever legal action that may be necessary.
- The Landlord reserves the right and you agree that the Landlord may, at its own discretion do a drug search of the unit and/or bedroom.
- Please consume alcohol responsibly. respect other residents.

#### 07. VISITORS

- Visitors must obey the House Rules. It is your responsibility to ensure that your visitors are aware and abide to the House Rules.
- All visitors must be pre-approved. All visitors must sign in with the front desk. You will be required to fetch your visitors from the front door and escort your visitors all times while they are in the Building.
- Visitors may not remain in the Building in your absence. Should you leave, they must leave.
- Visiting times are restricted from 09:00 to 23:00, unless prior arrangements were made for a sleep over.
- You will be held responsible and financially liable for any damage caused by your visitors or a breach by your visitors of the House Rules or the lease.
- The Landlord reserves the right to place additional restrictions on access by visitors.
- Each student is allowed two (2) free sleepovers a month starting March 2023
- Visitors and the resident are expected to leave any form of identification at the security desk when signing in.

#### 08. MEDICAL CONDITIONS AND PREGNANCIES

- The Landlord will designate senior male and female students to help give students guidance. The designated senior students will undergo basic training. Students are encouraged to make use of the designated senior students.
- No infants, toddlers or minor school going children are allowed to live in the Building.
- The Landlord does not provide facilities or cannot assume responsibility for the health and safety of pregnant female students.

#### 09. TEMPORARY CESSATION OF SERVICES

- Included in your monthly rental payable is an amount allocated for water and electricity. The allocation of water and electricity is subject to fair use. Should your unit consume more electricity and/or water than the average unit consumption the Landlord, may in its sole discretion, either
  - disconnect the electricity and/or warm water (cold water will still be provided) and/or
  - demand that the unit occupants buy top up electricity before reconnecting the electricity. You will have no claim against the Landlord should the Landlord disconnect the electricity to your unit.
- The Landlord reserves the right, in its sole discretion and without giving rise to any claim, to limit or discontinue your access to the Wi-Fi in circumstances where you are in arrears with your rental and other charges, your use of the Wi-Fi is excessive or where the Wi-Fi is used for illegal purposes, purposes which incite hate, racial or other discrimination of whatsoever nature, violence, political uproar.
- In addition to any penalties levied and/or warnings issued, the Landlord reserves the right to revoke your biometric access and/or parking access in the event of you being in arrears with your monthly rental and charges, misbehave or fail to comply with these Rules.
- The provisions of this paragraph 9 are not exhaustive, and the Landlord may exercise such remedies as are provided herein or in the Lease or in common law.
- You will not have any claim against the Landlord in the event of the Landlord exercising its remedies as set out in this paragraph 9.

#### 10. CONTRAVENTION OF RULES

- Should the Rules be contravened the Landlord may:
  - issue a written warning;
  - impose a fine;
  - be entitled, but not obliged to terminate the Lease. If the Landlord, in its sole discretion, is of the opinion that any transgression of these rules is of such serious nature that it constitutes a breach of the Lease, the Landlord is entitled to terminate the Lease without any previous complaints having been filed and/or fines having been levied against the resident;
  - criminally institute appropriate action;
  - impose more than one of the options mentioned above.
- Any fine imposed must be paid within 7 (seven) days after the offender has been notified of the imposition of the fine. If, at the termination date of the Lease, any amounts/fines/penalties/additional administrative fees are still due and unpaid by the tenant, the Landlord will be entitled to deduct such amounts from the deposit of the tenant.
- You agree to vacate the unit within 72 (seventy-two) hours of being given notice to vacate the unit.

#### 11. SCHEDULE OF OFFENCES

- The Landlord reserves the right, in its sole discretion to amend, add to or remove any category of offenses referred to below and/or to increase or decrease any penalty without prior written notice.

CATEGORY A (Offenses of less serious nature) including but not limited to the below			
TYPE	1st	2nd	3rd
Untidiness (leaving common areas / units / rooms dirty / untidy)	R200	R300	Refer*
Removal of furniture from unit / common areas, jumping/standing on furniture	R200	R300	Refer*
Tenant violates rule of conduct not specified herein	R200	R300	Refer*
Parking violation	R200	R300	Refer*
Making excessive noise / noise during exam times	R200	R300	Refer*
Violate visitor rules - not signing visitor in /out /leaving visitor unaccompanied	R200	R300	Refer*
Demand Letters / Warning letters	R200	R300	Refer*
CATEGORY B (Offenses of more serious nature) including but not limited to the below			
Inappropriate conduct / disorderly behaviour including but not limited to screaming, shouting, running in corridors, inappropriate sexual interaction etc.	R500	R1000	Refer*
Smoking in prohibited areas	R500	R1000	Refer*
Misuse of electricity and/or water and/or Wi-Fi	R500	R1000	Refer*
Sleeping over of visitors without prior arrangement	R500	R1000	Refer*
Minor damage to property (excluding cost of replacement / repair)	R500	R1000	Refer*
CATEGORY C (Criminal Offenses)			
Theft	Refer*		
Assault	Refer*		
Victimisation	Refer*		
Illegal drugs / narcotics / alcohol	Refer*		
Race related incidents	Refer*		
Malicious / intentional damages to property	Refer*		
Hazing and/or initiation practices	Refer*		
Any form of physical or verbal abuse	Refer*		
Threats, intimidation, coercion or any form of harassment.	Refer*		
Any form of racism, sexism, homophobia, transphobia, xenophobia, ethnic chauvinism, religious intolerance, unfair discrimination, hate speech, sexual or gender-based violence or any disrespectful behaviours.	Refer*		
Vandalism, including defacement of property	Refer*		
Lewd/obscene conduct, including voyeurism, public urination, and public exposure of private body parts.	Refer*		
Trespassing, Raids, Strikes	Refer*		
Throwing, dropping, or projecting objects or substances from or into residence facilities.	Refer*		

\*Refer (Matter will be referred to the Conduct and Ethics Committee)  
Fees inclusive of VAT

#### 12. SCHEDULE OF FINES

CATEGORY D (Not necessarily offenses - including administration charges)	
Parking disc day pass	R50
Clamping fee	R350
Opening of unit by caretaker due to lost keys during office hours (08:00 to 17:00)	R300
Opening of unit by caretaker due to lost keys after hours (17:01 to 07:59)	R500
Replacement Key for room	R175
Replacement card for laundry services	R100
Relocation fee (at tenant request) if available and approved by Landlord	Lease Admin Fee
2nd and further copies of lease agreement	R50
2nd and further copies of statement	R10
CATEGORY E (Breakage Charges - these charges may be charged in addition to any penalty fee)	
The breakage schedule is available from the Residence Manager upon request.	
*Fees subject to change	
Fees inclusive of vat	

#### 13. POPI ACT, SURVEILLANCE AND SECURITY

Applicable to the Lessee/resident's visitors and/or sleeperover guests.

- From time to time, and during events that are attended at RISE Student Living, photographs might be taken. Such pictures might be used in presentations or social media without prior notice. By you attending these events, you give consent to us using your photographs for said reasons.
- RISE Student Living makes use of WhatsApp Groups to communicate with residents. Permission to be added to the groups is given by you by remaining on the group, once added, and in doing so the resident is making their contact details publicly known. All liability towards Rise Student Living, the owner or agent is waived relating to the use of the publicly known contact details.
- Rise Student Living premises is under constant CCTV surveillance and by entering the RISE Student Living premises you consent to such surveillance being used, where applicable for safety, legal and/or awareness purposes.
- If such surveillance needs to be used to determine any violation of any kind whatsoever it will be done within the CCTV Policy of Rise Student Living, that is available on request.
- In the event of any misconduct of whatever nature a resident and/or management may request to have CCTV surveillance viewed in order to determine the specifics of an event. The request must be given through to the Security and the Property Manager who will review the footage and provide confirmation that the footage is free of POPI Act violations in order to give such to the police or management for further investigation.
- No resident may review CCTV surveillance footage without the official permission from the Property Manager.
- No resident may interfere with the duties of security or be behind the security counter, without permission.



## EMERGENCY NUMBERS

**BOMB THREATS**  
Fire Department  
011 375 5911  
10177  
On-Site First Aiders  
Armed Response  
Security Supervisor

**MEDICAL EMERGENCIES**  
Ambulance  
011 375 5911  
011 472 1599  
10177  
On-Site First Aiders

**SUICIDE THREATS**  
Ambulance  
011 375 5911  
011 472 1599  
10177  
On-Site First Aiders

**STRIKES AND RIOTS**  
Fire Department  
011 375 5911  
10177  
On-Site First Aiders  
Armed Response  
Security Supervisor

**WATER OUTAGE**  
011 688 1400

**ELECTRICITY FAILURE**  
Residence Office  
011 775 1144

**AGGRESSIVE BEHAVIOR**  
Armed Response  
Security Supervisor

**WI-FI FAILURE**  
Residence Office  
011 775 1144

**ARMED ROBBERIES**  
Armed Response  
Security Supervisor  
Police  
011 986 9000 /9151  
10111

**FIRE**  
Fire Department  
011 375 5911  
10177  
On Site First Aiders  
Security Supervisor

In any emergency please contact the Residence Office first at **011 775 1144**