



## **SOL PLAATJE UNIVERSITY STANDARD TERMS AND CONDITIONS IN RESPECT OF OFF CAMPUS ACCOMMODATION**

Sol Plaatje University (hereinafter referred to as 'SPU') herewith confirm that you have been granted Annual Accreditation in respect of Off Campus Residences. This Annual Accreditation is not absolute, and is subject to the following terms and conditions:

### **1. ANNUAL ACCREDITATION**

1.1 'Annual Accreditation' throughout this document, will mean that:

- 1.1.1 the Accredited Premises meets the minimum requirements prescribed in the Policy on the Minimum Norms and Standards for Student Housing at Public Universities published in terms of the Higher Education Act, 101 of 1997 (as may be amended from time to time) (Government Gazette 39238, 29 September 2015) (hereinafter referred to as the 'Policy');
- 1.1.2 Registered Students of SPU will be allowed to reside in such Accredited Premises for the relevant Academic Year;

subject to the terms and conditions contained herein.

- 1.2 Annual Accreditation will continue to be subject to the Policy for the duration of the 2023 Academic Year.
- 1.3 SPU have the right to inform the Owners / Landlord of the Accredited Premises during any business day of 2022/2023 of a planned follow-up inspection, no less than 48 (fourty eight) hours

in advance. The purpose of such inspections will be to determine whether the Accredited Premises still meets the Policy as referred to in clause 1.1 above.

- 1.4 The Owners / Landlord of the Accredited Premises are entitled to accompany the representatives of SPU during such inspections. However, should the Owners / Landlord of the Accredited Premises not be present / available, SPU will not continue with the inspection and there will be no refund of the application.
- 1.5 Should SPU at any given time:
  - 1.5.1 find that the Accredited Premises does not meet the provisions contained in the Policy;
  - 1.5.2 receive any complaints from Students which, after an internal investigation, serves as indication of any inappropriate behavior by the Owners / Landlord / any employee of the Accredited Premises;

SPU reserves the right to take any or all of the following steps:

- (a) notify the Owners / Landlord of the Accredited Premises of the nature of the non-conformance. Such notice will allow the Owners / Landlord of the accredited premise a period of no longer than 7 (seven) calendar days within which to rectify such non-conformance;
- (b) withdraw the Annual Accreditation granted previously, should the Owners / Landlord fail to rectify the non-conformance within the allowed 7 (seven) calendar day period as provided for in 1.4.1 above;
- (c) withdraw the Annual Accreditation granted previously, should the outcome of the internal investigation indicate that it is not in the best interest of SPU students to occupy the previously Accredited Premises for whatsoever reason.

The decision, which of the abovementioned remedies to invoke, will remain the absolute discretion of SPU.

- 1.5 Any and all payments SPU undertake to make as provided for in clause 3 below, will be subject to retention of accreditation.

## **2. RELATIONSHIP BETWEEN THE PARTIES**

- 2.1 Accreditation by SPU does not give rise to or constitute any contractual relationship between SPU and the Owners / Landlord of the Accredited Premises. There will be no contractual relationship or commitment of any other nature between SPU and the Owners / Landlord of the Accredited Premises.
- 2.2 Any contractual relationship or commitment will be between the Owners / Landlord of the Accredited Premises (in their capacity as Lessor) and the Students occupying the premises (in their capacity as Lessees).
- 2.3 SPU will merely be responsible to act as facilitator between the Owners / Landlord of the Accredited Premises, and any Students that may reside in the Accredited Premises.

## **3. PAYMENT**

- 3.1 Based on the nature of the relationship described in clause 2 above, SPU accepts no liability for any amounts owing by the Students (in their capacity as Lessees of the Accredited Premises) to the Owners / Landlord of the Accredited Premises.

- 3.2 In the event that:
- 3.2.1 a Student is indeed funded;
  - 3.2.2 such funding has been paid to SPU;
  - 3.2.3 the Owner / Landlord of the Accredited Premises has provided a copy of the duly signed lease agreement to the Residence Office as provided for in clause 4.3 below;
  - 3.2.4 the Owner / Landlord of the Accredited Premises has issued the Student with a valid tax invoice depicting the monthly rental amount;
  - 3.2.5 the tax invoice mentioned in clause 3.2.4 has been signed by the Student and submitted to the Residence Office (Mr Shikwambana at [adonis.shikwambana@spu.ac.za](mailto:adonis.shikwambana@spu.ac.za)) by no later than the ..... (15<sup>th</sup> / 31<sup>st</sup>) of each month;
  - 3.2.6 The Owner / Landlord of the Accredited Premises has submitted a register, containing the details of all Students who resided at the Accredited Premises in respect of the specific month and signed by each such Student to the Residence Office by no later than the ..... (15<sup>th</sup> / 31<sup>st</sup>) of each month;
  - 3.2.7 The Accredited Premises retains accreditation throughout the duration of the relevant Academic year;

SPU undertakes to pay the portion of the funding allocated in respect of accommodation to the Owners / Landlord of the Accredited Premises where the Student is residing, within 7 days. Such payments will be made on a monthly basis.

- 3.3 No payments will be effected by SPU in the event that the conditions in clause 3.2 above has not been met.
- 3.4 No payments will be effected by SPU in the event that accreditation is terminated / withdrawn as provided for in clause 1 above.
- 3.5 SPU cannot guarantee that any Student is or will be funded, the amount of the funding allocated to the student or the amount of funding that is allocated in respect of accommodation.
- 3.6 Should the rental amount exceed the funding a Student has been allocated by a funder in respect of accommodation, the Student residing in the Accredited Accommodation will be liable for the difference. SPU does not accept any liability for such difference, and will not be liable to pay any such outstanding amounts on behalf of the Student, or recover such outstanding amounts from the Student.
- 3.7 Should the Student not be funded at all, the Student residing in the Accredited Accommodation will be liable for the rental. SPU does not accept any liability for any outstanding amounts, and SPU will not be liable to pay any such outstanding amounts on behalf of the Student or recover such outstanding amounts from the Student.
- 3.8 SPU will not accept any liability to either pay or recover any amounts in respect of rental owed to the Owner / Landlord of the Accredited Premises by any Student residing in the Accredited Premises.

#### **4. RESPONSIBILITY OF THE OWNER / LANDLORD OF THE ACCREDITED PREMISES**

It is the responsibility of the Owner / Landlord of the Accredited Premises to:

- 4.1 Enter into valid and binding lease agreements with each Student residing in the Accredited Premises.

- 4.2 Request proof of funding from each Student residing in the Accredited Premises for the academic year of 2023
- 4.3 Provide a copy of each lease duly signed lease agreement between the Owner / Landlord of the Accredited Premises and the Students residing in the Accredited Premises, to the Residence Office (Mr Shikwambana at [adonis.shikwambana@spu.ac.za](mailto:adonis.shikwambana@spu.ac.za)).
- 4.4 Personal relationships between any individual representing / employed by the Owner / Landlord (including the Owner / Landlord themselves) any Student residing in the Accredited Premises are not allowed. It is the responsibility of the Owner / Landlord to ensure that there are no personal relationships between any such individual and any Student. The Owner / Landlord of the Accredited Premises, together with any individual employed or acting on behalf of the Owner / Landlord, should avoid any situation which could result in, or even just create the impression, of a personal relationship, as well as any unwanted / inappropriate attention to Students which could be interpreted as harassment. Failure to adhere to this condition may lead to the revocation of Annual Accreditation with immediate effect.

## **5. GENERAL**

- 5.1 SPU cannot guarantee that the accommodation rental demanded by the interested party will be met.
- 5.2 It is however necessary to emphasize that the majority of students are funded by NSFAS or similar funders, and therefore interested parties who charges more than the NSFAS rates will not be accredited.
- 5.3 In terms of the Protection of Personal Information Act (4 of 2013), SPU is not in a position to divulge any personal information relating to any Student to the Owners / Landlord of the Accredited Premises.